



**REGULAR MEETING OF THE COMMON COUNCIL  
MIDDLETOWN CONNECTICUT  
OCTOBER 2, 2017**

**MINUTES**

The Regular Meeting of the Common Council of the City of Middletown was held in the Council Chamber of the Municipal Building on Monday, October 2, 2017, at 7:00 p.m.

**Present:** Mayor Daniel T. Drew  
Councilwoman Mary Bartolotta  
Councilman Robert Blanchard  
Councilman Carl R. Chisem  
Councilman Gerald E. Daley  
Councilman Grady L. Falkner, Jr.  
Councilman Sebastian N. Giuliano  
Councilwoman Deborah Kleckowski  
Councilman Philip Pessina  
Councilman Gene Nocera  
Councilman Linda Salafia  
Councilman Robert P. Santangelo  
Councilman Thomas J. Serra

**Also Present:** Corporation Counsel, Daniel B. Ryan, Esq.  
Common Council Clerk, Linda S.K. Reed  
Communications -- Director Wayne Bartolotta  
Equal Opportunity & Diversity Management Director -- Faith Jackson  
Finance Director -- Carl Erlacher  
Finance, Chief Financial Analyst -- Tina Gomes  
General Counsel -- Brig Smith, Esq.  
Planning, Conservation & Development Director -- Joseph Samolis  
Public Works Director -- William Russo  
Republican Registrar of Voters -- David Bauer  
School Readiness Council -- Monica Belyea  
School Readiness Liaison -- Dawn Dubay  
Youth Services Coordinator, Justin Carbonella  
Sergeant-at-Arms, Officer Haddad

**Members of the Public:** 16

**1. Mayor Calls the Meeting to Order**

Mayor Daniel T. Drew calls the meeting to order at 7:03 p.m. and leads the public in the Pledge of Allegiance.

Mayor Drew welcomes everyone to the meeting and begins by asking for a moment of silence to honor the victims of the violence in Las Vegas, Nevada.

The Clerk reads the Call of the Meeting and Mayor Drew declares the call a legal call and meeting a legal meeting.

**2. Accept/Amend the Agenda**

Mayor Drew asks if there is a motion to accept and amend the agenda. Councilman Thomas Serra, noting the members of the public in the audience this evening, moves to amend the agenda so that, following the public hearing, the Council will first consider Items 10 move F, G, H, I, and J to the beginning of business following conclusion of the public hearing portion of the meeting. Councilman Philip Pessina seconds. The chair calls for the vote. It is unanimous to approve with 12 aye votes. The chair states the matter passes unanimously with 12 affirmative votes.

**3. Presentations**

Mayor Drew notes that there are no presentations this evening.

**4. Mayor requests motion to approve minutes of:**

The minutes, having been deposited with the Mayor and Corporation Counsel and copies of the same, having been served on each and every Council member, and the reading of the same, having been dispensed with, the Chair requests a motion to approve the minutes.

Councilman Thomas Serra moves for approval of the minutes of regular meeting of September 5, 2017 at 7:00 p.m. and the special meeting of September 5, 2017 at 6:00 p.m. Councilman Sebastian Giuliano seconds the motion. The Chair calls for the vote. The motion passes with 12 affirmative votes. The Chair states the matter passes with 12 affirmative votes.

## 5. Public Hearing on agenda items

Mayor Drew opens the public hearing portion of the meeting at 7:20 p.m.

Larry McHugh, resident of (inaudible) and president of Chamber of Commerce (inaudible), speaking on the proposed appropriation of \$35,000 funds requested by Planning, Conservation & Development. Noting that he cannot attend the entire meeting, he states that Jeff Puglise, also of the Chamber, will be present to answer questions. The Chamber has been working for many years on start-up businesses. The Side Street Program, which started some 20 years ago for minority-owned businesses, has been a tremendous success with dollar-for-dollar return to the City. He states that it important to keep start-ups and technology companies in the City, thinking about these businesses and wanting them to grow in Middletown. The other item is naming of the fields. He states that he supports all of the proposed names. Relative to Buzzy Levine: he was a longtime supporter of the Chamber and the City As a student at Xavier, he recalled Mr. Levine coming to the school and encouraging them to play at Palmer Field. He notes that Mr. Levine was committed to making Middletown a great place, especially for young people. Relative to Hal Kaplan, Mr. McHugh he notes that is a legend in this community. Having been in education for a long time at Xavier and at Connecticut State University and UConn, he regards Mr. Kaplan as having given every fiber of his life to young people so they can succeed. What he has done for the Chamber's mentor program is something most communities do not have. He was able to get businesses to mentor young people -- kids who needed help -- to given them a pat on the back, to encourage them. He reiterates that he supports all of these individuals and is especially proud of that these facilities will named to honor them. The other area that the Chamber also supports is the lease for the Lade Katharine. If any communities could see a boat like this in their town, they would do everything possible to make it happen. Some have questions about the riverfront, but one of the first things to do is bring in a cruise ship like this. Valley Railroad and Essex Steam Train are partners with Lady Katharine. We want them in Middletown as they are unbelievably committed to Middletown and have the advertising dollars to bring tourists into the community. We want to promote tourism opportunities in Middletown, to have visitors spend their money and have a good time here. This is not only a ship; it is economic development for Middletown.

Lorenzo Marshall states that he is speaking in support of the naming of the two fields in honor of Cleve Loman and Detroit Hunter. He notes that many have benefitted from the work of these two gentlemen, noting that he is personally a beneficiary of their work. He reiterates that, as Mr. McHugh stated, he also supports naming field for Hal Kaplan and Buzzy Levine. He notes that Mr. Kaplan taught two (2) of his children in middle school. He knows Mr. Kaplan's contributions are to this community regardless of race, ethnicity, or socio economic background. He states that Cleve Loman came to Middletown in the 1960s. At that time, Middletown was a different place, but Mr. Loman has there wherewithal to create community recreation center on his own dime -- using Social Security -- in the North End. It was open not only to minority youth, but to anyone needing guidance and recreational opportunities, to grow and to find a better way to live. Mr. Loman made a difference in many lives and is well deserving of this recognition. Mr. Marshall states that Detroit Hunter was a longstanding member of the community, a past City employee, a U.S. Army veteran. He noted that Mr. Hunter made sure that that young people -- people who look like him -- had access to resources in the community. He encourages the Council to honor these two (2) well-deserving gentlemen for their contribution to Middletown and Middlesex County.

Monica Belyea, Middletown resident and co-chair of School Readiness Council, speaks in support of Items 8Cii and 8Ciii, grant confirmations for the school readiness program. She states that these grants provide aid for 281 low income children in the community. The funds support businesses and the YMCA, which provide child care for reimbursement rates at lower than what they would charge in the fair market. These providers are giving up something to help children have a quality preschool experience so they can have success in kindergarten and school. She asks that the Council support these grants, which extend the program for another month.

Kevin Dodd, President of The Valley Railroad Company, The Essex Steam Train & Riverboat, states that he is speaking to reaffirm to the Council the company's commitment to the community, of being part of Middletown. He states that, when first looking at Lady Katherine about 1½ years ago, they saw it as part of Middletown tourism. This commitment to tourism is part of what they were looking to do. This commitment to be part of the riverfront was a significant part of their decision to purchase the riverboat, Lady Katharine Cruises. It is part of their company commitment and where they want to be in their relationship with the City. He concludes by reaffirming that commitment.

Jeff Puglise, Vice-President of Middlesex Chamber of Commerce speaks to support the cooperative effort for The Mews+ (Middletown Entrepreneurs Work Space and More) involving the Chamber, the City, Wesleyan University and Liberty Bank.

Good Evening Mayor Drew and Members of the Council:

My name is Jeff Pugliese, I serve as Vice President for the Middlesex County Chamber of Commerce.

As you know, our organization is located right here in the City of Middletown, and our address is 393 Main Street.

I appear before you this evening to request the city's support for a dynamic co working initiative that will complement the many other economic development initiatives that are currently underway.

Our idea, as currently stands, is called the MEWS+. The plan for the MEWS+, which stands for Middletown Entrepreneurs Work Space and more, is to use the second floor at the chamber office as headquarters. Headquarters will also serve as the official co-working space for now. The reason that there is a plus (+) in the name, is that we expect this initiative to be much more than just a co-working space. We have already begun to set up a series of "Meet-ups" in Middletown that will attract businesses and entrepreneurs of all shapes and sizes. We want our initiative to be a resource for freelancers and entrepreneurs, start-up businesses and small businesses, and the Wesleyan and Middlesex Community College communities.

As was noted in the Middletown Press article this morning, in Connecticut, there are now an estimated 204,000 individuals who are self-employed, more than 11 percent of the state's workers, which exceeds the national average, and that is according to Connecticut By The Numbers which is a website dedicated to statistical analysis.

As new businesses grow out of this program, and existing businesses develop, we want them to do it right here in Middletown.

The city's support would bolster this initiative which is already being supported by our partners at Wesleyan University, Liberty Bank, and Middlesex Hospital. Thanks to the support of these three stakeholders, we have local, private capital behind this project, and are off to a strong start.

It is important to note that support from the City of Middletown can be a catalyst for additional funds coming into the community.

If we are fortunate enough to secure the city's support, we will then apply for additional support through the CT Next Partners Program. CT Next Partners is a statewide network of entrepreneurs, mentors, service providers and others involved in helping Connecticut's most promising startups succeed and grow.

As you may recall, the chamber led the city's Innovation Places effort back in April, but we fell short of the required 1 to 1 match in terms of fundraising in our IP proposal, and did not have existing "innovation" infrastructure in the city to build on while the communities that got funded did. The CT Next Partners program also requires a 1 to 1 match, and we believe with the Wesleyan support, the city's support, and the support of other critical stakeholders, we can build a framework that will attract CT Next Partners support, and put us in a very strong position for the future.

I appreciate the opportunity to say a few words tonight, and am happy to answer any questions you might have. Thank you.

Betsy Morgan, Gordon Place, is a member of the steering committee of the Middletown Racial Justice Coalition. She is speaking in support of Item 10M and acknowledges the care and thought in crafting it to reaffirm Middletown's commitment to basic human rights and justice. She notes that this resolution includes an action plan. She hopes that the resolution will receive unanimous support of the Council.

Faith Jackson, Director of the City's Office of Equal Opportunity & Diversity as well as President of Middlesex County NAACP, speaks to support Item 10M, approving Commission on Human Rights submission to the Council for report within six (6) months to define goals and objectives and an emphasis on fundamental rights and liberties with an emphasis on race and equality. The Commission has been working on goals and objectives so it is timely given the times in which we now live. Citizens of Middletown need to know that there is a Commission in place looking at these issues, a structure in place so the City can be proactive, not reactive. When there are difficult situations, there is a tendency to be cause reactionary. Middletown is a unique City and works diligently to be ahead of the game. She notes that this resolution is timely for this community and asks that the Council support the resolution.

Justin Carbonella, of Randolph Road, the City's Youth Services Coordinator and Chair of the Human Relations Commission, speaks in favor of two (2) items. First, he speaks to support the school readiness program. His work includes students involved in the juvenile justice system. Engagement in quality pre-school helps to provide better outcomes and deters some issues that emerge later on. He supports the

bridge work of providing children with quality preschool. He also asks that the Council support the Youth Services challenge grant as providing quality afterschool, which is important to young people. The \$22K given to afterschool program is important, noting that, if one or two students are kept out of the juvenile justice system, it is worth its weight in gold. Also, as chair of the Human Relations Commission, while there may be questions of authority, they welcome the charge and look forward to give to the project the attention that it needs and to deliver to the Council in six (6) months a plan. He concludes that, while he cannot speak to all of the proposed honorees for the naming project, he knows Mr. Kaplan and thanks him for his leadership and mentorship, adding that it will be an honor for his own child to run on that field someday.

Michael Kaplan, of Ryan Street, thanks the Council for the consideration in naming the tennis court after his father. He adds that he is very proud of his father. As a student, he is proud to say that some 40 years ago he played on the school tennis courts on Hunting Hill Avenue and is grateful that these courts are now to be named after his father.

**6. Public Hearing closes**

The Chair asks if there are any additional speakers from the public. Seeing none, the Chair closes the public hearing at 7:25 p.m.

**10. Resolutions, Ordinances, etc. (Items F, G, H, I, and J as agenda amended)**

**F. Approving the naming of the men's hardball field at Pat Kidney Field in honor of Jerome "Buzzy" Levin**

(Approved)

**Resolution No: 118-17 K; review/ resolution/ Jerome Buzzy Levin at Pat Kidney Resolution 118-17 – Oct 2017**

**WHEREAS**, the Public Works & Facilities Commission, voted 5-0 at its meeting held on September 13, 2017 to accept the following name to be accepted as the name for the men's hardball field at Pat Kidney Field:

Jerome "Buzzy" Levin

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That in accordance with the Middletown Code of Ordinance, this name is hereby approved and accepted.



Councilman Serra moves the naming of the men's hardball field at Pat Kidney Field in honor of Jerome "Buzzy" Levin. Motion is seconded by Councilman Sebastian Giuliano.

Councilman Serra states that Buzzy Levin is a former Council member. He adds that he met Buzzy when he was 12 years old. Buzzy was then president of little league. When the coach could not be there for all-star team practice, Buzzy stood in for the coach. Reflecting how dedicated he was to the kids. He notes



that Buzzy took care of the lights at Palmer Field as well as many other things. He is a member of the Middletown Sports Hall of Fame. Councilman Serra closes by noting that Mr. Levine sponsored many teams for many kinds in many different athletics.

Mayor Drew calls on Councilman Gerald Daley.

Councilman Daley states that he, too, has known Buzzy for many years going back to the early 1970's. He was a strong Councilmember, a close friend and advisory for Mayor Marino in the 1970s. It was a pleasure to stop in his store. Even after he was no longer involved in City business, he had a keen interest in City affairs. He had a great caring for young people. Councilman Daley concludes that it is great to see Mr. Levine recognized in this way.

Mayor Drew calls on Councilman Sebastian Giuliano.

Councilman Giuliano states that looking at Buzzy and the other four (4) nominees, he knows that there are many names that could be considered for this honor. To narrow this distinction down to these five (5) from the many possible names shows just how much these individuals mean to all the people of Middletown. He notes that he sometimes wonders if it enough, given the great contribution these individuals have made to the community. Councilman Giuliano states that we got the better end of the deal so he is honored to vote for each and every one of these proposed honorees.

Seeing no further discussion, the Chair calls for the vote. It is approved unanimously with 12 aye votes. The Chair states the matter passes unanimously

**G. Approving the naming of the women's softball field at Pat Kidney Field to honor Lucille Gecewicz**

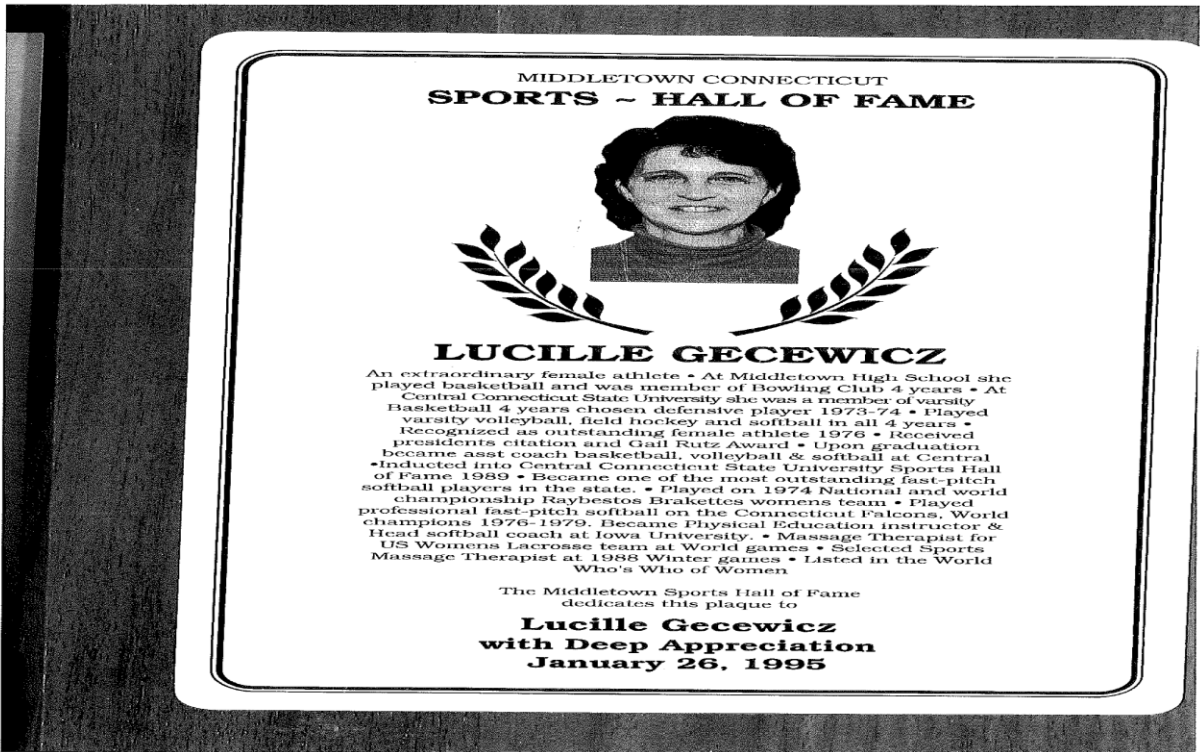
(Approved)

**Resolution No: 119-17 K:review/resolution/Lucille Gecewicz at Pat Kidney Resolution 119-17 – Oct 2017**

**WHEREAS**, the Public Works & Facilities Commission, voted 5-0 at its meeting held on September 13, 2017 to accept the following name to be accepted as the name for the women's softball field at Pat Kidney Field:

Lucille Gecewicz

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That in accordance with the Middletown Code of Ordinance, this name is hereby approved and accepted.



Councilman Robert Blanchard moves the naming of the woman's softball field at Pat Kidney Field in honor of Lucille Gecewicz. Motion is seconded by Councilwoman Deborah Kleckowski.

Mayor Drew calls on Councilman Thomas Serra.

Councilman Serra states that he speaks so that the public understands the credentials of this nominee. He explains that Lucille Gecewicz was a Middletown native and played professional fastball for the Raybestos Brakettes in the 1960's and 1970's and for Central Connecticut State University. She became

a coach at the University of Iowa. She also played lacrosse for the USA. Her family is also all sports. Councilman Serra closes, noting that Lucille Gecewicz she was a standout way before her time.

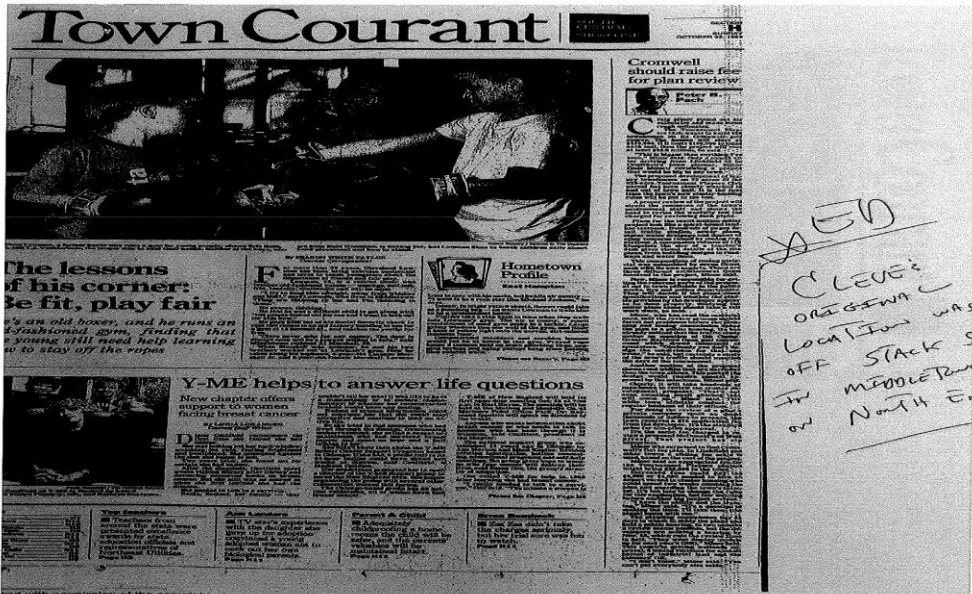
Seeing no further discussion, the Chair calls for the vote. It is approved unanimously with 12 aye votes. The Chair states the matter passes unanimously

- H. Approving the naming of a basketball court at Pat Kidney Field to honor Cleveland “Cleve” Lowman
- (Approved)
- Resolution No: 120-17 K:review/resolution/Cleveland Loman at Pat Kidney Resolution 120-17 – Oct 2017

WHEREAS, the Public Works & Facilities Commission, voted 5-0 at its meeting held on September 13, 2017 to accept the following name to be accepted as the name for one of two basketball courts at Pat Kidney Field:

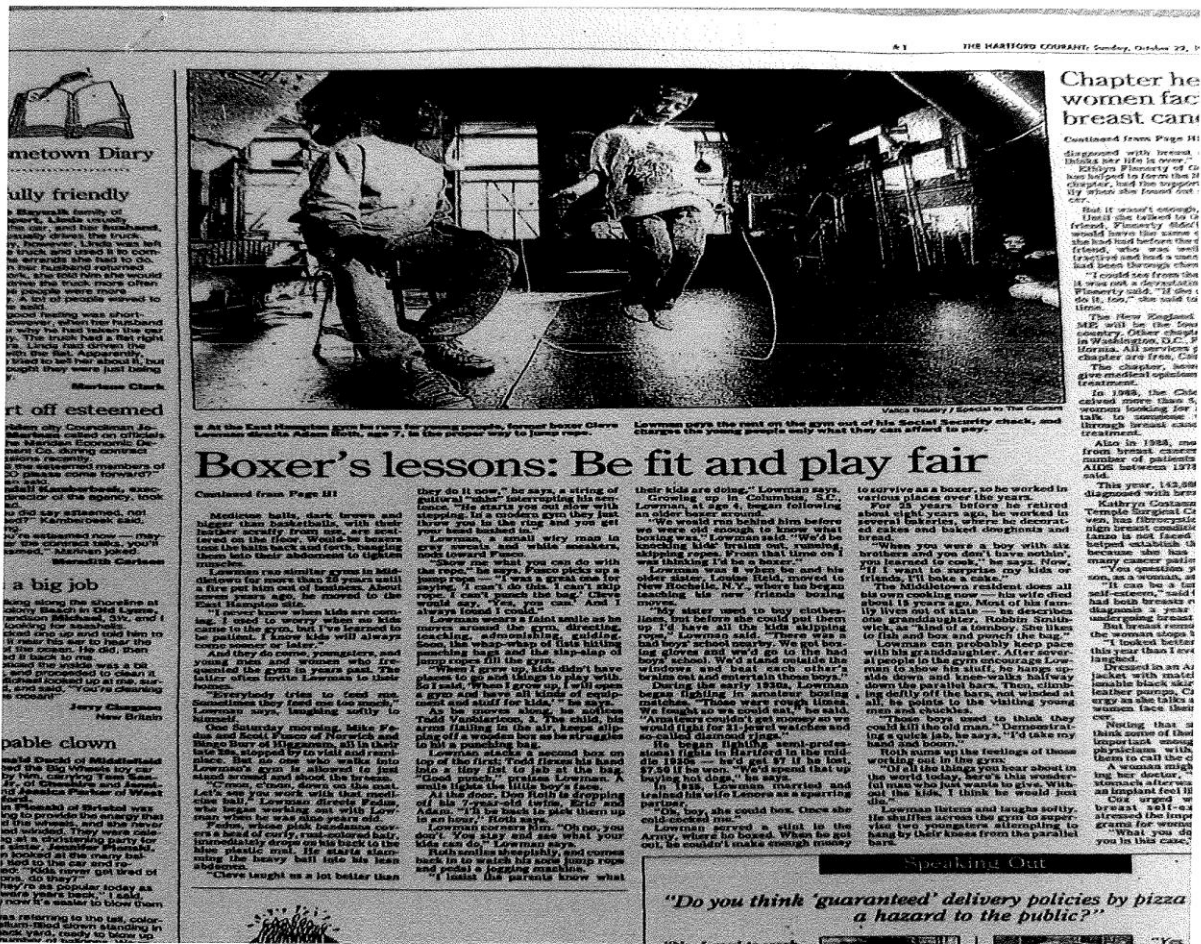
Cleveland “Cleve” Lowman

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That in accordance with the Middletown Code of Ordinance, this name is hereby approved and accepted.



Handwritten note on a piece of paper placed over the newspaper clippings:

✓ E.D.  
CLEVE'S  
ORIGINAL WAS  
OFF STAFF S  
FOR MIDDLETOWN  
ON NORTH E.



Councilman Carl Chisem moves the naming of a basketball court at Pat Kidney Field in honor of Cleveland “Cleve” Lowman. Motion is seconded by Councilman Philip Pessina.

Mayor Drew calls on Councilman Philip Pessina.

Councilman Pessina states that some 43 years ago, when he began his career as a young police officer, he spent a lot of time in North End. On North Main Street, he met a gentleman named Cleve Lowman. They developed a friendship. Councilman Pessina notes Mr. Lowman influence on the children. From their conversations, he learned about Mr. Lowman’s boxing career. This very unassuming gentleman truly loved the children with whom he worked. Councilman Pessina saw how important the relationship between these children was especially in their formative years. They needed someone to show them alternatives -- boxing, sports, whatever it might be -- to have a positive force in their lives. Mr. Lowman had the dedication to these children. Seeing Mr. Loman’s name raised for this honor, Councilman Pessina expresses personal pride to have great memories of Cleve Lowman, to have known him and his great commitment with the young men in the North End.

Seeing no further discussion, the Chair calls for the vote. It is approved unanimously with 12 aye votes. The Chair states the matter passes unanimously

I. Approving the naming of tennis courts at Pat Kidney Field to honor Harold "Hal" Kaplan (Approved)

Resolution No: 121-17 K:review/resolution/Harold Kaplan at Pat Kidney Resolution 121-17 – Oct 2017

WHEREAS, the Public Works & Facilities Commission, voted 5-0 at its meeting held on September 13, 2017 to accept the following name to be accepted as the name for the Tennis Courts at Pat Kidney Field:

Hal Kaplan

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That in accordance with the Middletown Code of Ordinance, this name is hereby approved and accepted.

CITY OF MIDDLETOWN

MIDDLESEX COUNTY

CONNECTICUT

WHEREAS, Hal Kaplan, retiring Principal of Lawrence School, will be honored at a banquet on June 2nd; Hal graduated Hillhouse High School in New Haven in 1956; he received a BS from Quinnipiac College in 1957 and an MS from Southern Connecticut State University in 1962; in 1967 he received his Certificate Advance Graduate Study from the University of Hartford; and

WHEREAS, Hal's professional experience in Middletown began in September, 1968 as a Grade 6 teacher at Edgewater Hall School; he started Middletown's first class for special needs children at Spencer School in January, 1969; he was a Grade 6 teacher at Spencer School, 1969-64, Teaching Principal, Long Hill School, 1964-67; Principal, Fern Hill and Edgewater Hall Schools, 1967-68; Principal, Fern Hill School and Long Hill Kindergarten, 1968-71; Principal, Hubbard School and Long Hill Kindergarten, 1971-72; Principal, Wesley School, 1972-76 (Wesley's first principal), Principal, Moody School, 1976-78; Principal, Lawrence School, 1978-present; and

WHEREAS, Hal's sense of citizenship in education was begun in 1971, CAUSE Committee, and has continued through the years until the present with the Mentor Program; he was a member of the Middletown Jaycees from 1960-70 and the Middletown Civitan, 1976-86, both service organizations whose members contribute to the education and well-being of our community;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That on behalf of the citizens of Middletown, that we congratulate Hal Kaplan for a job well done in the education of our school children and his dedication and commitment in carrying out this noble task.

BE IT FURTHER RESOLVED: That a true and attested copy of this Resolution be presented to Hal Kaplan in appreciation of thirty-seven years of education service.

Submitted by: Councilman John L. Robinson and  
Councilman Joseph E. Milano

Attest:  
Day of \_\_\_\_\_, 1987  
Year of Our Lord \_\_\_\_\_, in the City of Middletown,  
Middlesex County, Connecticut.  
  
MANOR  
CITY CLERK



### **The Middletown Mentor Program renamed Hal Kaplan Middletown Mentor Program**

In December, 2014, on the retirement of Hal Kaplan, Schools Mentor Coordinator, the Middletown Mentor Program was renamed **The Hal Kaplan Middletown Mentor Program**, in honor of Hal's dedication to the Program.

**Sylvia Webb** was appointed the Hal Kaplan Middletown Mentor Program's new Schools Mentor Coordinator.

Children...the world's most precious resource



### **Hal Kaplan**

Hal has been a life-long supporter of Middletown and the young people in the community.

In 1992, Hal, along with members of the Middlesex Chamber and Middletown Board of Education recognized the importance/need for young people to have mentors (role model and trusted adult friend) in their lives, meeting in the safe, comfortable environment of their school.

I was fortunate to be mentored by Hal as Instructional Consultant at Lawrence when he was Principal, and as a beginning Principal at Spencer and pilot the Mentor Program with Hal in 1992. I continue to consider and respect him as a trusted friend and mentor.

Hal is known for his color-coded reports and attention to detail to ensure the safe transporting of mentees to the annual picnic to celebrate the trusted friendships, and for the distribution of reports to the committee. Feedback, from mentors, mentees, parents and school staff is analyzed yearly to help refine and evaluate the program.

Quote from Larry's "Chamber Corner" in the Middletown Press, January 17, 2007 "Initiated in 1992, the mentor program is directed under the thoughtful and professional leadership of Hal Kaplan". (This sums up his leadership).

Hal models what it means to be a mentor and friend to all who are fortunate to work or know him.

**Sylvia Webb**  
**Middletown Mentor Program**  
**Core Committee**

Hal Kaplan has had a passion for the mentor program since the very beginning. Hal was my mentor when I started as principal of Farm Hill school. He encouraged me, and all the principals, to become involved in the mentor program. Hal understood the critical role mentors could play in the lives of some of our neediest students. He knew the importance of a consistent adult in a child's life; someone that a parent could trust to reinforce positive values, provide caring guidance and friendship, and instill strong work habits.

Even after retirement, Hal's passion for the program never dwindled. Hal was famous for his organizational abilities. He liked color-coded structure and no detail was left to chance. He brought these skills to the mentor program and has continued to provide leadership for the last 22 years. We are indebted to Hal for everything he has done for the program and for the countless students who have benefited from being paired with terrific mentors.

Pat  
Patricia Charles  
Superintendent

For Larry's Column 11/3/2014  
HAL'S RETIREMENT

I am both happy and sad to announce the retirement of Harold Kaplan from a position held close to his heart. Hal, as he is affectionately called, officially retired from his long time position as Schools Coordinator for the Middletown Mentor Program on October 31<sup>st</sup>.

Hal has had a passion for the Mentor Program since the very beginning, a mentor himself, to other principals, when he was principal of Lawrence School, recognized the importance and great need for a Mentor Program. He knew the importance of a consistent adult in a child's life; someone that a parent could trust to reinforce positive values, provide caring guidance and friendship, and instill strong work habits. He encouraged the principals of all eight elementary schools in Middletown to become involved in the Mentor Program and set up a system within the schools to recognize children in need of a mentor, a trusted friend.

In 1992, a partnership was formed between the Middlesex County Chamber of Commerce and the Middletown Board of Education, sponsorship funding support was sought from Chamber Member Business Affiliates, and volunteer mentors were recruited and screened from their employee base, the City of Middletown Police and Fire Departments, and independent individuals from the local business community. On his retirement from Lawrence School, Hal became the full time manager and school coordinator for the program. He was famous for his organizational abilities, he liked color-coded structure and no detail was left to chance. He brought these skills to the Mentor Program and continued to provide leadership for over 22 years. The Middletown Mentor Program was one of the first and most successful mentor programs in the state of Connecticut, and this program has matched some very lucky adults from the business and retirement community with students in the Middletown Public School System.

We are indebted to Hal for everything he has done for the program and for the countless students who have benefited from being paired with terrific mentors.

Hal has entrusted the Middletown Mentor Program to Sylvia Webb who was fortunate to be mentored by him since 1982, when she worked with him at Lawrence School, and then later as Principal of Spencer School, and helped to implement the program with others, including Superintendent Pat Charles, who was then the Principal of Farm Hill School.

JDe K  
10/31/2014

Hal Kaplan has been devoted to the children of Middletown for more years than I would like to admit, as our relationship goes way back. Hal was my 4th grade teacher and the principal of Long Hill School. He was a wonderful teacher and advocate for all children.

Fast forward 30 years to 1992, and we find ourselves acquainted again, starting up one of the first and most successful mentor programs in the state of CT. At that time, Hal Kaplan was principal at Lawrence School and along with others, formed the Middletown Mentor Program. Since 1992, this program has matched some very lucky adults in business or retirement, with children in the Middletown school system; partnerships which have had long lasting benefits!

Hal retired from his post at Lawrence school in 1995, and still passionate about the welfare of children, took on the challenge of managing the Mentor Program in Middletown. Since that time, hundreds of mentors and children have benefited from the program.

Hal mastered many responsibilities with the appointment to the program to include: recruitment of mentors, mentee and mentor matching, fund raising, annual reporting for the program, communications with the schools and mentors, and coordination of the annual picnic for the mentors and children.

It is hard to sum up all that Hal Kaplan has done for all involved in this wonderful program, but it is with tremendous gratitude from all the citizens in Middletown that we say, "thank you, Hal"! The future of our community and all that reside here have benefited greatly from this program.

Michele Mazzotta  
Loan Servicing Manager, VP  
Liberty Bank  
Phone 860-704-2495  
Fax 860-638-2962

When I was a Board of Education member (1985-1997) Hal Kaplan was one of the principals I admired most. He loved his students, his parents, his teachers and staff members -- and they loved him in return. He was always warm, gentle, and collegial with everyone. There was no ego, no puffed-up self-importance. And his dedication, his unlimited devotion to the job, was extraordinary. He came early, left late, was there on weekends and holidays, always came to community meetings and volunteered for extra school and community responsibilities. Whatever it took to create and sustain great schools and student success, he did -- and then some. When I heard that, on retirement, he was to run the mentoring program, I thought the very best person in Middletown had been chosen. Generations of students owe him an enormous debt. So does Middletown.

Betsy Morgan

## HAL KAPLAN SOME AWARDS

Community Champion Award  
 (at Loken + CT Huskies)  
 for exemplary community  
 service - 19/09  
 at the Point  
 Liberty Bell Award 2001  
 Middlesex Bar Assoc.  
 11-6-03  
 Wills Ave Great Community  
 Service Award 11-6-03  
 Middlesex Hosp., CT Children's  
 Medical Center, Dunkin Donuts  
 Kaplan Drive named at  
 Retirement Class

Councilman Gene Nocera moves the naming of the tennis courts at Pat Kidney Field in honor of Harold "Hal" Kaplan. Motion is seconded by Councilman Daley.

Councilman Nocera states that so much has already been said. He states that as Council member and Chair of the Parks Committee, he is honored to bring Hal's name forward. He recalls that Mr. Kaplan was an educational leader in this community, adding that he is humble, full of wisdom, and has mentored so many, including him. He recalls having taught with Mr. Kaplan at Lawrence School, who mentored him as a young principal. Councilman Nocera states that he is grateful to have known Mr. Kaplan. He describes Mr. Kaplan as an advocate of staying fit: he ran, bicycled, and played tennis at Wesleyan courts, always finding time to work out. Councilman Nocera expresses his pride at bringing forth Mr. Kaplan's name, affectionately calling him "my buddy, my Jewish father."

Mayor Drew calls on Councilman Thomas Serra.

Councilman Serra states that he endorses this nomination 1000%. Mr. Kaplan was an educator just like Councilman Serra, noting that Mr. Kaplan did a great job at Lawrence School. He adds that he, during his term as Mayor, had the honor of saluting Mr. Kaplan when he retired in 1995. He recalls that it was great to see Mr. Kaplan working with mentor committees, serving as chair with Chamber's mentor program with kids. Councilman Serra states that he is honored to be voting in support of this nomination.

Mayor Drew calls on Councilman Philip Pessina.

Councilman Pessina states that when he coordinated the City's DARE program, he recalls Mr. Kaplan's smile, especially when he came to Mr. Kaplan for advice. He recalls Mr. Kaplan as his mentor during his early work as a young police officer, noting that Mr. Kaplan was always positive. Councilman Pessina states that he is proud to be part of this process honoring Mr. Kaplan.

Seeing no further discussion, the Chair calls for the vote. It is approved unanimously with 12 aye votes. The Chair states the matter passes unanimously.

### J. Approving the naming of a basketball court at Pat Kidney Field to honor Detroit Hunter (Approved)

**Resolution No: 122-17 K:review/resolution/Detroit Hunter at Pat Kidney -- Resolution 122-17 -- Oct 2017**

**WHEREAS**, the Public Works & Facilities Commission, voted 5-0 at its meeting held on September 13, 2017 to accept the following name to be accepted as the name for one of two basketball courts at Pat Kidney Field:

Detroit Hunter

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That in accordance with the Middletown Code of Ordinance, this name is hereby approved and accepted.



105  
supplement**"Mr. Detroit Hunter"**

To help with efforts to have my dad remembered in some way, I wanted to provide you with a proclamation that he received on Detroit Hunter Night at an American Legion game in 1971. (It could've been 1970 or 1972.) The proclamation listed that he was born in South Carolina, served in the United States Army in World War II in Alaska, came to Middletown in 1950, played with the Middletown Giants, was a former deacon at Zion Baptist Church, worked for nearly 10 years (at the time) for the Middletown Parks & Recreation Department, fixed old bikes he collected to give to children at Christmas (his modest effort eventually grew into wonderful toy drive that continues to this day as the Bernie O'Rourke/Detroit Hunter Memorial Christmas Toy Drive).

He was an assistant coach for American Legion Post 75, an umpire for legion games, an avid supporter of Middletown sports—especially youth sports, a loved and respected colleague, a loyal friend, a good man, and the best dad.

I was 25 years of age when my dad died in 1986. It would seem 25 years is old enough to fully understand what a great guy your father is, but it wasn't quite enough for me. To this day I am always, always pleasantly surprised when I mention my last name and someone asks, "Which Hunter are you related to?" When I reply, "Detroit was my dad," without fail they tell me what a great man he was, "He died much too soon." Sometimes the comment comes from someone who is now elderly but knew my dad when they both were young men and women. Sometimes it comes from one of my contemporaries who was in high school when my father took a moment to give them advice, find them a job, or help them with their swing.

Oh. Yes, Detroit was also, known for his talent as a baseball player. A former coworker of mine at The Hartford Courant loves to tell me every time we run into each other the story of how my dad was the first (sometimes the story goes "the only") ballplayer to hit a homerun out of old Palmer Field's center field location. Then we chuckle and reminisce about the great team my dad and Bernie O'Rourke made in their travels around Middletown, making sure the kids and counselors at the playgrounds had the games and sports equipment they needed to keep their summers fun and constructive.

In search of my father's exact service to Middletown, I came across a story in the Middletown Press from 2002 by Jim Bransfield about Bill Pomfret. Mr. Pomfret and my father were American Legion coaches together for at least a decade. One quote in the story struck my heart: "Detroit Hunter, an African-American man of stunning decency and class who left this earth much too young, had to pinch-hit for Pomfret from time to time."

You see, I remember a proud, patient father who always had my back and left me much, much too soon. I didn't begin to comprehend just how much he gave to Middletown, its sense of community, its sports, and its young people until the day of his funeral and I heard story after story of how he touched so many lives.

Some 30 years later, I am still reminded that Middletown remembers. Last Veterans Day, I posted on Facebook a picture of his gravestone and wrote that he was my hero and how much I still miss him. The unsolicited responses from Middletown people near and far show the fondness with which he is remembered in the community:

Councilman Robert Santangelo moves the naming of a basketball court at Pat Kidney Field in honor of Detroit Hunter. Motion is seconded by Councilman Nocera.

Councilman Santangelo states that there is always an advantage of going last. He notes that anyone who grew up in Middletown remembers these men, adding that, so many times, when talking about growing up in Middletown with anyone in our age group, when these names are mentioned, people know them. These individuals ran the playgrounds, parks & recreation, and businesses. All of them have a bio. He states that Detroit Hunter was a veteran, having served in Alaska. When he moved to Middletown, he was involved in the toy drive, the youth program. To anyone who knew these people – Hal, Cleve, and so on – you would always walk away feeling much wiser. He notes that these people, whom we honor tonight, are greatly appreciated. Wherever we go, people will know them; people will ask about them; and people will hear the stories. Councilman Santangelo expresses thanks to Mr. Kaplan, who is in the audience.

Mayor Drew calls on Councilman Gerald Daley.

Councilman Daley states that he knew Detroit Hunter during his employment with the City. He notes that Mr. Hunter deserves this honor. He recalls that Mr. Hunter he was in charge of the Christmas toy drive for the Parks & Recreation Department, working for children in Middletown who needed something for Christmas. He notes that Mr. Hunter's son sent a write-up about his father, a very touching piece, stating that he deserves this recognition. Councilman Daley echoes earlier comments that this honor is not nearly enough for these individuals, who have contributed so much to the City. He compliments the Public Works & Facilities Commission for making such excellent choices, noting that it is a great thing.

Mayor Drew calls on Councilman Thomas Serra.

Councilman Serra states that these mentors all had a great, positive impact on kids. He recalls that Detroit Hunter influenced him. He notes that there were 17 playgrounds throughout the City and that Mr. Hunter with Bernie O'Rourke would talk to the kids, giving equipment -- perhaps a glove -- that the kids did not have. Councilman Serra states that, having served on the Park & Rec. Commission, he knew Mr. Hunter and witnessed his work with disadvantaged individuals, recalling that these were the ones he took care of post-haste. He closes by endorsing this nomination.

Mayor Drew calls on Councilman Philip Pessina.

Councilman Pessina speaks to the public, explaining that not only will these facilities be named, but each facility will have a plaque so when people are at a facility, they will know a little something about each of these nominees. He notes that it is not only naming, but a bit of history of each. Councilman Pessina states that these children will know a little about these individuals, but will hopefully also be inspired.

Seeing no further discussion, the Chair calls for the vote. It is approved unanimously with 12 aye votes. The Chair states the matter passes unanimously.

7. **Mayor requests Council Clerk to read appropriation and bond ordinance requests and the Certificate of Director of Finance**

Notice is hereby given that a regular meeting of the Common Council of the City of Middletown will be held in the Council Chamber of the Municipal Building on MONDAY, OCTOBER 2, 2017 AT 7:00 P.M. to consider and act upon the following:

- A. Public Works: \$152,200, Account No. 2150-40000-58125, Refuse Truck & Components transfer from Sanitation Budget to Sanitation Depreciation Fund to allow for purchase of a sanitation truck.
- B. Planning, Conservation & Development: \$35,000, Account No. 1000-27000-55399, working with Wesleyan University and Liberty Bank to create an Innovative Placemaking, a co-working space downtown for start-ups to share resources and expertise.

Any and all persons interested may appear and be heard. Attest: Hon. Mayor Daniel T. Drew, Mayor.  
Dated at Middletown, Connecticut, 22nd day of September, 2017.

7

MEMORANDUM

**TO:** His Honor, Mayor Daniel T. Drew and  
Members of the Common Council  
**FROM:** Finance Department  
**DATE:** September 22, 2017  
**RE:** Certification of Funds

This is to certify that funds sufficient to meet the appropriations requested at your meeting on October 2, 2017 are available as follows:

General Fund	\$35,000
Sanitation Fund	\$152,200

Respectfully submitted,  
  
Carl Erlacher  
Director of Finance &  
Revenue Services

**RECEIVED**  
9/25/17 Received Reed 9/22/17

- A. Public Works: \$152,200, Account No. 2150-40000-58125, Refuse Truck & Components transfer from Sanitation Budget to Sanitation Depreciation Fund to allow for purchase of a sanitation truck.**  
**(APPROVED)**

**Appropriation No. 192-17**

Councilman Chisem reads the appropriation request and moves for approval of Public Works: A. Public Works: \$152,200, Account No. 2150-40000-58125, Refuse Truck & Components transfer from Sanitation Budget to Sanitation Depreciation Fund to allow for purchase of a sanitation truck. Councilman Pessina seconds the motion. There being no discussion, the Chair calls for the vote. It is approved unanimously approved with 12 aye votes. The Chair states the matter is approved.

CITY OF MIDDLETOWN  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457

7A

REQUEST FOR ADDITIONAL APPROPRIATION

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Appropriation Number:  Date of Request:

Amount Requested:

Fund:

Code:  *STW*

Budget Item:

Department:

Date Advertised before Meeting:  Date Advertised after Meeting:

Reason for Request:

Signature: *[Signature]*

Requested by:

Status:

Status Date:

- B. Planning, Conservation & Development: \$35,000, Account No. 10000-27000-55399, working with Wesleyan University and Liberty Bank to create an Innovative Placemaking, a co-working space downtown for start-ups to share resources and expertise**  
**(APPROVED)**

**Appropriation No. 193-17**

Councilman Daley reads the appropriation request and moves for approval of Planning, Conservation & Development: \$35,000, Account No. 10000-27000-55399, working with Wesleyan University and Liberty Bank to create an Innovative Placemaking, a co-working space downtown for start-ups to share resources and expertise. Councilman Giuliano seconds the motion.

Councilman Daley states that, as Jeff Pugliese of the Chamber of Commerce stated earlier, this is funding for the Middletown Entrepreneurs Work Space Plus (MEWS+), a co-working concept. This concept is catching on in Connecticut and throughout the nation. As more self-employment and entrepreneurial efforts need a support structure. He notes that this is a good investment for the City's economic development, building the job base. He states that with more high-tech innovative companies, it will attract people looking to starting in this field, Middletown will be a great place to start and grow, he notes that this effort has private sector support, which warrants Council support of this matching funds appropriation. Wesleyan, Liberty Bank, and Middlesex Hospital have all committed and, as Jeff Pugliese of the Chamber noted, should lead the City to greater success for more funding for these innovative efforts in the future. Councilman Daley urges the members to support this request.

Mayor Drew calls on Councilman Thomas Serra.

Councilman Serra notes that this request went through the Economic Development Commission and was approved. He notes that the challenge to the Chamber is for matching dollars. The City has, over the past seven (7) or eight (8) years, supported these innovation efforts with matching dollars and those programs have been successful. He states that he believes that his program will also be successful. Councilman Serra states that he supports this proposal fully and asks his colleagues to do the same.

Mayor Drew calls on Councilman Philip Pessina.

Councilman Pessina states that he supports this appropriation wholeheartedly. He notes that he attended, along with Councilman Faulkner and Councilman Santangelo, the first innovators meeting and, what was striking was the number of young innovators. Everyone with whom they spoke was excited about the City, how it is developing, and the growing number of young professional coning into the community. He notes that his is strong growth and he looks forward to attending the next meeting to see more of the great work and encourage these innovators to become part of our vibrant community. He knows that the City nurtures children to be good adults and, in the same way, the City can nurture these innovators – young and old – to be part of this vibrant community.

Mayor Drew calls on Councilman Grady Faulkner, Jr.

Councilman Faulkner states that he agrees with Councilman Pessina and he did attend that innovators meeting with his colleagues. He notes that he supports this effort; however, he is abstaining tonight. He states that the City must invest in its youth as the City is losing three to four years of Youth Services not having a youth worker to work with our children and youth service organizations. He states that, as he has previously stated, if any budget relief comes around, that money should be invested in the City's young people. The City has invested in the 40 Developmental Asset Program in 2006, which was to be a way to develop our young people. The City no longer has the funds or personnel to manage that program. All youth services a, churches, and parent organization were at the table and were very enthusiastic. He notes that the City needs to get the message to our young people and the City need to invest in them. The City has invested in the Juvenile Review Board. He reminds the Council members that, in August, the monthly report stated there were five (5) young black people – 17 and 18 years old – going to the courts. Councilman Faulkner states that, while he supports this request, tonight he will abstain to bring awareness that the City needs to invest in its young people before they get in trouble and end up in the juvenile justice system.

Mayor Drew calls on Councilman Sebastian Giuliano.

Councilman Giuliano expresses his thanks to Jeff Pugliese of the Chamber for speaking to the Council and providing background information. He notes that, at first, there was little information in the record to use in guiding a decision in this matter. He notes that he reached out to Mr. Pugliese, who fully satisfied his questions. He reminds the Council members that this is how all decisions should be made: based on a record that is comfortable. This is a program piloted in other communities and has produced results. He notes that, if the program can produced results in those communities, then it can produce those results here. Knowing that the Chamber, the University, the bank, and the hospital are also on board and are supporting this financially, the City's piece brings it all together. Councilman Giuliano states that he is supporting this request and reiterates his thanks to Mr. Pugliese for providing the information to help make this decision.

Mayor Drew calls on Councilman Gene Nocera.

Councilman Nocera sates that he, too supports this request. He notes that it is important to realize that it is a small amount of money to develop incubator situations for innovation by cooperating together. He reminds the Council members that Middletown is unique, located mid-way between Boston and New York, and incubator companies are looking for places like Middletown: a City with a university, a reputation, and economic base that they can stay and grow. It is an important initiative and a small amount of money. In fact, he notes that it is a drop in the bucket and, hopefully, the City can expand on it.

Mayor Drew calls on Councilman Robert Santangelo.

Councilman Santangelo states that, as Councilman Serra stated, an important effort is for a community to invest in itself. This program is an investment in the City with the knowledge that there will be a return. He notes that the City is growing. Having attended that meeting, he describes the collection of people who were there: young people who are becoming business people, Wesleyan students who are the future, and other people with good ideas. He states that, going forward, this program will bring these people together, bringing the best ideas and cross-disciplines into one room. As they work together, they well exchange ideas and challenge each other. He reminds the Council members that there is a saying: “You really don’t know what you know until you talk to someone.” As they talk, they will know an idea is good or needs more work. Councilman Santangelo states that he believes that his is one of the most important investments that the City can make both now and in the future.

There being no discussion, the Chair calls for the vote. It is approved with 11 aye votes and one (1) abstention by Councilman Grady Faulkner, Jr. The Chair states the matter is approved.

CITY OF MIDDLETOWN  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457

7B

REQUEST FOR ADDITIONAL APPROPRIATION

Appropriation Number: 0

Date of Request: 9/22/2017

Amount Requested: \$35,000.00

Fund: General Fund

Code: 1000-27000-55399

Budget Item: Innovative Placemaking / co-working space in Downtown

Department: Planning Conservation and Development

Date Advertised before Meeting:

Date Advertised after Meeting:

Reason for Request: \$35,000 request from the Chamber of Commerce for the creation of an Innovative Placemaking,, co-working space in downtown. Wesleyan University has committed \$25,000 as well as another \$5,000 from Liberty Bank will be used to create a co-working environment where start-ups have the ability to share resources and expertise.

Signature:

Requested by: Joseph J. Sametis

Status:

Status Date:

**8. Department, Committee, Commission Reports and Grant Confirmation Approval  
(APPROVED)**

Councilman Serra reads and moves for approval of the Department, Committee, and Commission Reports and Grant Confirmation Approval, agenda items 8A, 8B, 8Ci, 8Cii, 8Ciii, and 8D Councilman Pessina seconds the motion.

Councilman Serra states that he hopes that all Council members will support these items. School readiness and the other grants are important. It has been endorsed by these school readiness items being in budget. The City needs to be aware that, with the State budget situation, this may happen again next month. Councilman Serra reminds the members that there are 281 children involved and they need this support.

Mayor Drew calls on Councilman Sebastian Giuliano.

Councilman Giuliano states that, echoing Councilman Serra's comments, on school readiness, no one in Hartford has proposed elimination of this program; therefore, the Council can vote with confidence. He notes that the City may have to advance money for a while, but is confident that the City will get it back. Councilman Giuliano reminds the members that the City has been doing school readiness for a while, at least back to the 1990s or earlier. To stop it now would be a shame and the City can absorb it for a while. Councilman Giuliano states that he will support this program.

Seeing no further comments, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matters pass with 12 affirmative votes.

Mayor Drew thanks Tina Gomes, the Finance Department Chief Financial Analyst, and the School Readiness Staff for their hard work.

**A. City Clerk's Certificate  
(APPROVED)**



*City of Middletown  
City & Town Clerk's Office  
245 deKoven Drive, Room 110  
Middletown, CT 06457*

8A

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**Certification**

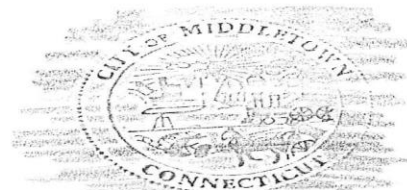
I, Linda Bettencourt, City and Town Clerk of the City of Middletown and custodian of the records and seal thereof, hereby certify that all ordinances and appropriations passed and adopted at the regular meeting of the Common Council on September 5, 2017 at 7:00 p.m. and the special meeting on September 5, 2017 at 6:00 p.m., have been advertised in the local newspaper.

Dated at Middletown, Connecticut, this 21<sup>st</sup> day of September, 2017.

Attest:

A handwritten signature in blue ink, reading "Linda Bettencourt".

Linda Bettencourt  
City & Town Clerk





B. Monthly Report -- Finance Department: Transfer Report to September 20, 2017 (APPROVED)

Transfers of Funds - Operating Budget Accounts					
From8/25/17			To9/20/17		
FY 2017-2018					
Date	Department	Budget Item	From Account No.	To Account No.	Amount
08/31/17	Parking	Parking Lot Public Safety Improve & Maintain	2030-18500-53351-x-x-2013		(2,000.00)
		Contractual Services		2030-18500-55185	2,000.00
09/08/17	Parking	General Tech, Maint & Improve	1000-18500-55810		(5,000.00)
		Contractual Services		1000-18500-55185	5,000.00
09/08/17	Water	Contingency Fund	5000-60000-57020		(1,886.41)
		Unused Sick Pay		5000-60000-51960	1,886.41
					0.00

8B

C. Grant Confirmation and Approval -- Board of Education - various grants (8Ci, 8Cii, and 8Ciii) (APPROVED)

CITY OF MIDDLETOWN  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457

8Ci

REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL  
OF THE FOLLOWING GRANT

Grant Number: 338

Date of Request: 9/15/2017

Name of Grant: As Listed Below

Amount Requested: \$3,548,389.23

Code: 2450-33000-59405-X-03025

Grant Period: From: 7/1/2017 To: 6/30/2018

Rev Code 2450-33000-43480-X-X

Type of Grant:

Amount Loaned from General Fund: \$0.00

Department Administering Grant: Middletown Board of Education

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:  
2042-IDEA PRT B 611 PUB \$1,262,115.00; 2043-IDEA PRT B 611 NPUB \$64,918.00; 2047-MacD Fresh Fruits \$14,088.00; 2048-MacD Fresh Fruit \$1,560.00; 2142-IDEA PRT B 619 PUB \$35,612.00; 2377-ADED State Provider \$1,187,174.00; 2378-ADED COOP Eligibility \$7,906.00; 2765-School Climate Transformation \$5,000.00; 2788-UW Young Leaders \$1,500.00; 2789-Bielefield Food Insecurity \$9,500.00; 2790-MHS Dragon Watch \$1,000.00; 2791-FFA-Living to Serve \$2,950.00; 2792-Kindergarten Kickstart FRC MacD \$2,500.00; 8033-ADED COOP \$475,982.00; 2721-SPED Medicaid \$4,170.50; 2732-SWAIM Strings Pgm \$400.00; 2799-Food Services \$161,549.35; 8001-Retirees/COBRA Ins \$222,024.00; 8003-Workers Comp \$501.91; 8004-Preschool Pgm Fees \$7,200.00; 8005-Summer School Receipts \$280.00; 8011-Chromebook Replacement \$5,780.00; 8012-Sale of Electricity \$39,766.00; 8014-SSHS Receipts \$10,913.87; 8015-Private Donations \$1,000.00; 8023-Central Office Receipts \$425.16; 8034-ADED Enrichment \$15,000.00; 8035-ADED GED/Pearson Receipts \$128.75; 8093-Fingerprint Receipts \$316.75; 8095-SPED Tuition Reimbursement \$6,707.19; Keigwin Parent Fees \$420.75. Total Special Programs through 8/16/27 \$521,349.75 ADDITIONS \$3,548,389.23 Total Special Programs through 9/15/17 \$4,069,738.98.

Signature: Patricia Charles

Requested by: Patricia Charles, ED.D.

Status:

Status Date:



**CITY OF MIDDLETOWN**  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457  
**REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL  
OF THE FOLLOWING GRANT**

Grant Number: 337 Date of Request: 9/12/2017  
Name of Grant: School Readiness  
Amount Requested: \$186,609.00 Code: 3730-33000-31200-0000-03740-2018  
Grant Period: From: 10/1/2017 To: Rev Code 3730-33000-43242-X-03740-2018  
Type of Grant: Local Amount Loaned from General Fund: \$186,609.00  
Department Administering Grant: Mayor's Office/Superintendent of Schools/School Readiness Council

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

**Description of services to be provided by this Grant:**

Funds from this grant will be used to 1) significantly increase the number of accredited and/or approved slots for young children in order to provide access to high quality preschool; 2) significantly increase the number of slots for young children to receive full day, full-year child care services to meet family needs and to enable parents to become employed; 3) establish shared services for such early care and education programs among the state, its various agencies, the community and families. This loan/grant funding is for one month only. Based on conversations with Middletown's legislative delegation, the funds appear to be included in several state budget proposals and do not appear to be in jeopardy of total elimination. Providing a loan on a month-to-month basis appears to be the most prudent way to reduce any gaps in service, while waiting for adoption of the State budget.

Signature:   
Requested by: Daniel T. Drew  
Status:   
Status Date: 9/12/17


**CITY OF MIDDLETOWN**  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457  
**REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL  
OF THE FOLLOWING GRANT**

Grant Number: 336 Date of Request: 9/12/2017  
Name of Grant: School Readiness Quality Enhancement  
Amount Requested: \$6,341.00 Code: 3730-33000-59200-0000-03080-2018  
Grant Period: From: 7/1/2017 To: Rev Code 3730-33000-49055-X-03080-2018  
Type of Grant: State Amount Loaned from General Fund: \$6,341.00  
Department Administering Grant: Mayor's Office/Superintendent of Schools/School Readiness Council

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

**Description of services to be provided by this Grant:**

The funds received through this grant will be utilized to enhance the quality of school readiness programs. In the absence of a State Budget, the Governor signed an Executive Order providing funding for School Readiness Quality Enhancement dollars for the first quarter of the FY17-18, equivalent to \$4,755.75. A loan in the amount of \$1,585.25 from the General Fund is being requested for one additional month. Based on conversations with Middletown's legislative delegation, the funds appear to be included in several state budget proposals and do not appear to be in jeopardy of total elimination. Providing a loan on a monthly basis appears to be the most prudent way to reduce any gaps in service, while waiting for adoption of the State budget.

Signature:   
Requested by: Mayor Daniel T. Drew  
Status:   
Status Date: 9/12/17

D. Grant Confirmation and Approval -- Public Works - Recycling; to implement and publicize a milk carton recycling program in Middletown Public Schools  
(APPROVED)

CITY OF MIDDLETOWN  
MUNICIPAL BUILDING  
MIDDLETOWN, CONNECTICUT 06457

8D

REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL  
OF THE FOLLOWING GRANT

Grant Number: 335

Date of Request: 9/11/2017

Name of Grant: Carton Recycling Grant

Amount Requested: \$5,000.00

Code: 3528-22000-59200-0222 JMR

Grant Period: From: 10/1/2017 To:

Rev Code 3528-22000-43242-0222

Type of Grant: State

Amount Loaned from General Fund: \$0.00

Department Administering Grant: Public Works - Recycling

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

**Description of services to be provided by this Grant:**

A grant of \$5,000 has been received to implement milk carton recycling in the Middletown Public Schools. The funds will be used to purchase equipment so the schools can drain and collect milk cartons for recycling and to publicize this program within the school community.

Signature: [Signature]

Requested by: W. Russo

Status:

Status Date:

9. Payment of all City bills when properly approved  
(APPROVED)

Councilman Serra reads and moves for approval of the payment of all City bills when properly approved. Councilman Pessina seconds the motion. The chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes with 12 affirmative votes.

10. Resolutions, Ordinances, etc. (Items A to R, inclusive, excluding Items F, G, H, I, and J per amended agenda)

A. Approving the proposed agreement between the City and SBA Properties, LLC for the lease of the cell tower property at 1279 Long Hill Road to facilitate radio coverage; and authorizing Mayor Daniel T. Drew to sign said agreement on behalf of the City  
(APPROVED)

RESOLUTION No: 113-17 K:review/resolution/Cent Comm 1279 Long Hill Rd SBA cell lease – Res 113-17

Whereas, the City of Middletown is in the process of a radio upgrade project; and

Whereas, the project entails multiple locations for antenna and radio equipment sites to facilitate radio coverage; and

Whereas, the City of Middletown has the need to use commercial cell towers to accomplish the coverage; and

Whereas, a cell tower owned by SBA Properties, LLC at 1279 Long Hill Rd meets the requirements of the project; and

Whereas, SBA Properties LLC has agreed to lease the needed tower space and ground shelter to the City for the consideration of \$1,500 per month with a starting one time service fee of \$2,500; and

Whereas, the Office of General Council has entered in the lease process and approved the lease on behalf of the City; and

Whereas, all proper committee procedures have been followed including approval at the Finance and Government Operations Committee; and

Now, therefore, be it resolved by the Common Council of the City of Middletown: to approve the lease and authorize the Mayor of the City of Middletown to execute a lease agreement between the City of Middletown and SBA Properties LLC for the lease of the cell tower property.

FISCAL IMPACT STATEMENT: From inception of the start of the lease in November to June 30, 2017 the amount of \$14,500 to be paid from bond funds. Annual cost per year is \$18,000/year with an escalator of 4% annually. This funding will be General Fund operating budget.

Site ID: CT01080-S-08  
Site Name: Long Hill #1

Tenant Site ID:  
Tenant Site Name: SBA Long Hill

ANTENNA SITE AGREEMENT

1. **Premises and Use.** SBA PROPERTIES, LLC, a Delaware limited liability company ("Owner") leases to CITY OF MIDDLETOWN, a governmental entity ("Tenant"), the site described below: Tower antenna space; Ground space for placement of Pad or Shelter ("Shelter") for Tenant's base station equipment consisting of approximately 304 square feet; and space required for Tenant's cable ladders, cable runs and cable bridges to connect telecommunications equipment and antennas, in the location shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Tenant, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications service system facility consisting of the antenna(s) and related equipment set forth on Exhibit B (the "Equipment"). If Tenant desires to place equipment on the Site in addition to that listed on Exhibit B, Owner and Tenant will negotiate the placement of the additional equipment and the associated increased rent. Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. **Term.** The "Initial Term" of this Agreement shall be five (5) years beginning on the date set forth below ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date. This Agreement will automatically renew for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless either party provides notice to the other of its intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term.

COMMENCEMENT DATE: The earlier of the date Tenant begins installation of its Equipment at the Site or November 1, 2017.

3. **Rent.** Beginning on the Commencement Date rent will be paid in equal monthly installments of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) ("Rent"), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by 4% of the monthly rate in effect for the prior year. This Agreement shall be effective on the date last executed by the parties.

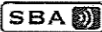
3a. **Service Fee.** In addition to the above stated Rent, Tenant shall pay a one-time fee ("Fee") to Owner in the amount of Two Thousand Five Hundred and no/100 dollars (\$2,500.00), which shall be paid by Tenant to Owner with the first Rent payment due under

this Antenna Site Agreement. Owner and Tenant acknowledge and agree that the Fee reflects payments for services rendered by the Owner relative to the Tenant's installation of its facilities thereon. Consequently, this Fee is independent of and in addition to, and not in substitution or reduction of, all or any part of the Rent specified in such Antenna Site Agreement, or the fair market value of the Rent applicable to such site. If Owner, or one of its affiliates or subsidiaries, performs Tenant's installation at Tenant's sole expense, the Service Fee will be waived.

4. **Security Deposit.** Intentionally omitted.

5. **Title and Quiet Possession.** Owner represents and agrees (a) that it is in possession of the Site as fee owner; (b) that if applicable, upon request from Tenant, Owner will provide to Tenant a copy of the ground lease with financial and other confidential terms redacted; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; and (e) that Tenant is entitled to the quiet possession of the Site subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Notwithstanding anything to the contrary contained in this Agreement, if the Site is subject to a ground lease, either party may terminate this Agreement without further liability upon the termination or expiration of Owner's right to possession of the Site under the ground lease. Owner will not do, attempt, permit or suffer anything to be done which could be construed to be a violation of the ground lease. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Promptly after this Agreement is fully executed, if requested by Tenant, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement in a form provided by Tenant, and Owner will cooperate with Tenant at Tenant's sole expense toward such an end to the extent that such cooperation does not cause Owner additional financial liability. Tenant will not, directly or indirectly, on behalf of itself or any third party, communicate, negotiate, and/or contract with the lessor of the ground lease, unless Owner's rights under the ground lease have been terminated.

6. **Assignment/Subletting.** Tenant may not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign without the Owner's prior written consent to any party controlling, controlled by or under common control with Tenant provided that the assuming party has comparable credit quality to that of



Site ID: CT01080-S-08  
Site Name: Long Hill #1

Tenant Site ID:  
Tenant Site Name: SBA Long Hill

Tenant. Tenant may not sublease this Agreement. In no event will Tenant be relieved of any obligations or liability hereunder.

7. **Access and Security.** Tenant will have the reasonable right of access to the Tower where its Equipment is located; provided that Tenant must give Owner forty-eight (48) hours' prior notice. Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to its Pad or Shelter. In the event of an emergency situation which poses an immediate threat of substantial harm or damage to persons and/or property (including the continued operations of Tenant's telecommunications equipment) which requires entry on the Tower, Tenant may enter same and take the actions that are required to protect individuals or personal property from the immediate threat of substantial harm or damage; provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Owner of Tenant's entry onto the Site.

8. **Notices.** All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

Tenant: City Of Middletown  
169 Cross Street  
Middletown, CT 06457-3144  
  
Owner: SBA Properties, LLC  
8051 Congress Avenue  
2nd Floor  
Boca Raton, FL 33487-1307  
Attn: Site Administration  
RE: CT01080-S-08/Long Hill #1  
  
Rental Payments: SBA Properties, LLC  
P.O. Box 101887  
Atlanta, GA 30392-1667  
Attn: Accounts Receivable  
RE: CT01080-S-08/Long Hill #1

9. **Installation and Improvements.** Prior to installing or allowing any Equipment to be installed at the Site or making any changes, modifications or alterations to such Equipment, Tenant, at its expense, will obtain all required approvals and will submit to Owner plans, specifications and proposed dates of the planned installation or other activity, for Owner's approval which approval will not be unreasonably withheld, including, if requested by Owner, a tower loading study and/or an intermodulation study performed and certified by an independent licensed professional engineer. The approved plans will be deemed incorporated into this Agreement. All installation of or other work on Tenant's Equipment on

Other - ANTSITE 3-5-10 (rev. 3.13.15)  
August 26, 2017

the Tower will be at Tenant's sole expense and performed by Tenant or one of its affiliates or subsidiaries. All installations, operation and maintenance of Equipment must be in accordance with Owner's policies set forth in Exhibit D. Owner reserves the right to prohibit operation of any Equipment if reasonably deems to be improperly installed, unsafe or not included in the installation design plan. Owner agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements. Upon termination or expiration of this Agreement, Tenant shall remove its Equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. If Tenant fails to remove its Equipment as specified in the preceding sentence, Tenant's Equipment will be subject to disconnection, removal, and disposal by Owner. If Tenant's Equipment remains on the Site after the termination or expiration date (even if it has been disconnected), Tenant will pay to Owner a hold-over fee equal to two hundred percent (200%) of the then-effective monthly Rent, prorated from the effective date of termination to the date the Equipment is removed from the Site. Owner will have the right (but not the obligation) to disconnect and remove Equipment from the Site. If, after the termination date, Owner disconnects and removes Equipment, Tenant will pay to Owner upon demand three hundred percent (300%) of the disconnection, removal and storage expenses incurred by or on behalf of Owner. If the Equipment is not reclaimed by Tenant within forty-five (45) days of its removal from the Site, Owner has the right to sell the Equipment and deduct therefrom any amounts due under this Agreement, returning the remainder to Tenant. Upon written notice by Owner to Tenant not less than five (5) business days beforehand, unless such notice cannot reasonably be provided in which event Owner will give Tenant the earliest possible reasonable notice, Tenant will cooperate with Owner in rescheduling its transmitting activities, reducing power, or interrupting its activities for limited periods of time in the event of an emergency or in order to permit the safe installation of new equipment or new facilities at the Site or to permit repair to facilities of any user of the Site or to the related facilities.

10. **Compliance with Laws.** Tenant agrees to take the Site in strictly "as is" condition. Owner represents that the Site, its property contiguous thereto, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site and its Equipment. Upon request by Owner, Tenant will produce satisfactory evidence that all Equipment installed at the Site complies with federal regulations pertaining to radio-frequency radiation

2 Tenant Initials: \_\_\_\_\_ Owner Initials: \_\_\_\_\_



Site ID: CT01080-S-08  
Site Name: Long Hill #1

Tenant Site ID:  
Tenant Site Name: SBA Long Hill

standards and is licensed with the FCC, if applicable. Owner accepts responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable. Owner represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC. Owner agrees that Tenant may install at Tenant's sole cost and expense as required for Tenant's Equipment, a tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting. Owner shall be solely responsible for reporting any lighting outages or malfunctions to the appropriate governmental authorities. Tenant's installation of such tower/building lighting alarm monitoring system will not relieve Owner of its primary responsibility for compliance with all applicable tower or building marking and lighting requirements. If Tenant installs a temporary generator as described above or contracts with Owner to place a permanent generator at the Site, (i) Owner and Tenant acknowledge that Tenant must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Tenant's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits, and (ii) Tenant agrees to indemnify, defend and hold harmless Owner for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of the installation, operation, maintenance and removal of the generator and or back up power supply used solely by Tenant, and (iii) Upon request of Owner, Tenant agrees to provide Owner with all relevant information concerning the Tenant's generator and/or back up power supply necessary for Owner to comply with any reporting obligations for which Owner, but not Tenant, is responsible as a result of statute or regulation.

11. **Insurance.** Tenant will procure and maintain a public liability policy, with limits of not less than \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate. Owner may require adjusting the limits at each renewal term, with a certificate of insurance to be furnished to Owner within thirty (30) days of execution of this Agreement and prior to performing any work. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner. Tenant will cause Owner to be named as an additional insured on such policy. City of Middletown, shall have the right to self-insure for all or a part of the insurance requirements as described herein.

12. **Interference.** Tenant understands that it is the intent of Owner to accommodate as many users as possible and that Owner may rent space to any other

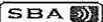
entity or person(s) desiring its facilities. Tenant shall not cause, by its transmitter or other activities, including the addition of any equipment at a future date, interference to Owner or other tenants that have previously commenced rental payments. Tenant shall provide Owner with a list of frequencies to be used at the Site prior to putting said frequencies into operation. If interference occurs which involves Tenant, Owner may require that an intermodulation study be conducted at Tenant's cost. If Owner determines that the interference is the responsibility of Tenant, Owner will notify Tenant and Tenant shall have five (5) business days from date of notice to correct the interference and if not corrected, Tenant shall cease, and Owner shall have all rights to any legal means necessary including injunctive relief and self-help remedies to cause Tenant to cease transmission, except for intermittent testing for the purpose of correcting the interference. If interference cannot be corrected within sixty (60) calendar days from Tenant's receipt of Owner's notice, then Owner may terminate this Agreement without further obligations to Tenant. Further, if Owner determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within sixty (60) days from Owner's determination, and such interference precludes Tenant from using the Site for its intended purpose, Tenant may terminate this Agreement. Owner will require substantially similar interference language as outlined in this paragraph in all future Tenant Agreements related to this Site.

13. **Utilities.** Tenant will pay for all utilities used by it at the Site and Tenant will install its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Owner agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.

14. **Relocation Right.** If determined necessary by Owner to relocate the tower, Owner will have the right to pursue relocation of the telecommunications facility of Tenant, or any part thereof, to an alternate tower location ("Relocation Site") on Owner's property; provided, however, that such relocation will (i) be at Owner's sole cost and expense, (ii) not unreasonably result in any interruption of the communications service

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3 Tenant Initials: \_\_\_\_\_ Owner Initials: \_\_\_\_\_





Site ID:CT01080-S-08 Site Name:Long Hill #1	Tenant Site ID: Tenant Site Name:SBA Long Hill
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within thirty (30) days after the date of filing cause the same to be released or discharged by either payment, deposit, or bond. Owner will be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Owner on account of the filing of the claim or lien.

21. **Casualty or Condemnation.** In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable, Owner will have the right, but not the obligation, to provide an alternate location, whether on the same Site or another Site, or to terminate this Agreement within thirty (30) days after the damage, destruction or condemnation. If Owner does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Site by Tenant; and (ii) Owner will make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Owner has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Owner's failure to comply within that time frame, then Tenant may terminate this Agreement. Owner will in no event be liable to Tenant for any damage to or loss of Tenant's Equipment, or loss or damage sustained by reason of any business interruption suffered by reason of any condemnation, act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement, (unless caused solely by Owner's intentional misconduct or gross negligence). The terms and conditions of this Section 21 shall survive the termination of this Lease. Owner acknowledges that Tenant may have certain emergency procedures that Tenant may desire to implement, including the temporary location of a cell on wheels on the Site, in the event of a casualty. To the extent possible, Owner will cooperate with Tenant in Tenant's implementation of its emergency responses as the same may exist from time to time.

22. **Confidentiality.** Except as required by law, Tenant agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine, or other form of mass media, the terms or conditions of this Agreement or the underlying Ground Lease. Doing so shall constitute a default under this Agreement immediately. It is agreeable that Tenant will not discuss terms and conditions with any parties not directly involved with this Agreement.

23. **Bankruptcy and Insolvency.** Owner and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

24. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this

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5 Tenant Initials: \_\_\_\_\_ Owner Initials: \_\_\_\_\_

SBA

Site ID:CT01080-S-08 Site Name:Long Hill #1	Tenant Site ID: Tenant Site Name:SBA Long Hill
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provided by Tenant on Owner's property, and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property. Before pursuing relocation under this Section 14, Owner will deliver written notice to Tenant. In the notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its Equipment. Tenant will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed Relocation Site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If Tenant disapproves such Relocation Site, then Owner may thereafter propose another Relocation Site by notice to Tenant in the manner set forth above. Tenant's disapproval of a Relocation Site must be reasonable. If Tenant disapproves Owner's second Relocation Site, then Tenant has the right to terminate this Agreement upon 30 days' notice in writing to Owner, and, if termination notice is given, all other obligations Tenant may have are terminated, and any rent paid in advance is to be returned to Tenant pro rata. If Tenant approves of a Relocation Site, then Owner will have a period of ninety (90) days after completion of the Relocation Site to relocate Tenant's Equipment at Owner's expense to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of Owner, and such survey will then supplement Exhibit A and become a part hereof.

15. **Termination by Tenant.** Tenant may terminate this Agreement at any time by notice to Owner without further liability if (i) Owner fails to have proper possession of the Site or authority to enter into this Agreement; or (ii) Tenant does not obtain, after making diligent efforts, all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the telecommunications system facility, or if any such approval is canceled, expires, is withdrawn or terminated by such governmental authority or third party following Tenant's diligent efforts to maintain such approval.

16. **Default.** If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event,

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August 26, 2017

4 Tenant Initials: \_\_\_\_\_ Owner Initials: \_\_\_\_\_

SBA

Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by Tenant, Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of this Agreement in the form of Exhibit C; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, particularly related but not limited to Tenant's equipment rights on the tower and/or at the Site. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party; (g) Failure or delay on the part of Tenant or Owner to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any circumstances shall not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement; and (h) Tenant agrees and acknowledges that, in conjunction with other broadcast entities which may transmit from the Site, if necessary due to FCC RF emission standards and upon reasonable notice, Tenant shall reduce power or terminate station operations to prevent possible overexposure of worker to RF radiation. The following Exhibits are attached to and made a part of this Agreement: Exhibit "A" (Site Description), "B" (Antenna and Equipment List), "C" (Memorandum of Antenna Site Agreement) and "D" (Minimum Installation, Occupancy...).

the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

17. **Taxes.** Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes, and all fees, assessments and any other cost or expense now or hereafter imposed by any government authority in connection with Tenant's payments to Owner, Tenant's Equipment or Tenant's use of the Site. In addition, Tenant shall pay that portion, if any, of the personal property taxes or other taxes attributable to Tenant's Equipment. Tenant shall pay as additional rent any increase in real estate taxes levied against the Site and Tenant's Equipment attributable to the Tenant's use and occupancy of the Site. Payment shall be made by Tenant within thirty (30) days after presentation of receipted bill and/or assessment notice which is the basis for the demand. Although Tenant is currently exempt from taxes, in the event that the municipality taxes Tenant, Tenant will pay for its portion of taxes attributable to its equipment or use of the Site.

18. **Indemnity.** Owner and Tenant each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party including, without limitation, any damage occurring outside of the Site in connection with Tenant's installation of Equipment. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the indemnified party. Except for its own acts of gross negligence or intentional misconduct, Owner will have no liability for any loss or damage due to personal injury or death, property damage, loss of revenues due to discontinuance of operations at the Site, libel or slander, or imperfect or unsatisfactory communications experienced by the Tenant for any reason whatsoever.

19. **Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Owner will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site.

20. **Liens.** Tenant will not permit any mechanics, materialman's or other liens to stand against the Site for any labor or material furnished by Tenant in connection with work of any character performed on the Site by or at the direction of the Tenant. In the event that any notice of lien will be filed or given, Tenant will,

Site ID: CT01080-S-08  
Site Name: Long Hill #1

Tenant Site ID:  
Tenant Site Name: SBA Long Hill

TENANT: CITY OF MIDDLETOWN, a governmental entity

By: Daniel T. Drew  
Title: Mayor  
Date:

Fed Tax ID: 06-6001872  
Address: 169 Cross Street  
Middletown, CT 06457-3144

Witness: Witness:

TENANT NOTARY BLOCK:

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me this day of , 2017, by Daniel T. Drew, Mayor of City of Middletown, a governmental entity who is personally known to me or produced as identification.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF

My commission expires: (NAME OF NOTARY)  
COMMISSION NUMBER:

OWNER: SBA PROPERTIES, LLC, a Delaware limited liability company

By: Jason Silberstein  
Title: Executive Vice President, Site Leasing  
Date:

Fed Tax ID: 65-1003006  
Address: 8051 Congress Avenue  
2nd Floor  
Boca Raton, FL 33487-1307

Witness: Witness:

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this day of , 2017, by Jason Silberstein, Executive Vice President, Site Leasing of SBA Properties, LLC, a Delaware limited liability company who is personally known to me.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF FLORIDA

My commission expires: (NAME OF NOTARY)  
COMMISSION NUMBER:

Other - ANTSITE 3-5-10 (rev. 3.13.15)  
August 26, 2017

6 Tenant Initials: Owner Initials:

SBA

Site ID: CT01080-S-08  
Site Name: Long Hill #1

Tenant Site ID:  
Tenant Site Name: SBA Long Hill

EXHIBIT A  
SITE DESCRIPTION

Site located at: 1279 Long Hill Road, situated in the City of Middletown,  
County of Middlesex, State of Connecticut 06457-6117

Legal Description:

That certain piece or parcel of land, situated in the Town of Middletown, County of Middlesex, State of Connecticut, containing 9.4 acres, more or less, located northerly and easterly of Long Hill Road and westerly of South Main Street (aka Connecticut Route 17). Said parcel of land being more particularly bounded and described as follows:

NORTHERLY: by land now or formerly of the City of Middletown;

EASTERLY: by South Main Street (a/k/a Connecticut Route 17); and

SOUTHERLY  
WESTERLY: by Long Hill Road.

Latitude: 41° 30' 40.43" Longitude: -72° 40' 14.68"

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August 26, 2017

7 Tenant Initials: Owner Initials:

SBA

Site ID:CT01080-S-08

Tenant Site ID:

Site Name:Long Hill #1

Tenant Site Name:SBA Long Hill

EXHIBIT B  
ANTENNA AND EQUIPMENT LIST

Equipment must be installed, routed and stacked pursuant to the TES Structural Analysis dated June 9, 2017.  
Note: Install may not obstruct climbing path or current tenant installations.

Antennas:	Three (3) Total	
Quantity:	Two (2)	One (1)
Type:	Omni	Omni
Manufacturer:	Sinclair	Sinclair
Model:	SC479-HF1LDF(D00-E5749)	SC229-DFLN
Dimensions:	173.4" x 3.5" x 3.5"	278" x 2.9" x 2.9"
Weight:	34 lbs.	32 lbs.
Mounting:	All at the approximate height level of:	
Base of the antenna:	113'	113'
Centerline of the antenna:	120.25'	124.53'
Tip of the antenna:	127.5'	136'
Orientation:	0°, 120° & 240°	
Downtilt:	0°	
Mount Type:	(1) Pipe Mount, per Structural Analysis.	
Cable:	Four (4) Total	
Number of Lines:	Three (3)	One (1)
Type:	Coax	Coax
Size:	7/8"	1/2"
Dishes:	One (1)	
Quantity:	Cambium Networks	
Manufacturer:	HP3-11	
Model:	3' x 3' x 20"	
Dimensions:	50 lbs.	
Weight:	At approximately the 120' height level.	
Mounting:	9.13"	
Orientation:	(1) Ring Mount (DCH8), per Structural Analysis.	
Mount Type:		
Cable:	One (1)	
Number of Lines:	Waveguide / EW90	
Type/Size:		
Tower Top Amplifiers (TTAs):	One (1)	
Quantity:	Bird Technologies	
Manufacturer:	DS428E83101T	
Model:	36" x 36 "x 20"	
Dimensions:	50 lbs.	
Weight:	At approximately the 113' height level	
Mounting:		
Ground Space Requirements:	Approximately 304 square feet in Owner's Shelter	
For Tenant provided:	Shelter	Generator Pad
Dimensions:	10' x 20'	4' x 10'
		Propane Pad
		4' x 16' w/ 10' spark radius.
GPS Receivers:	N/A	
Transmitters:	N/A	
Transmitter Cabinets:	N/A	

Site ID:CT01080-S-08

Tenant Site ID:

Site Name:Long Hill #1

Tenant Site Name:SBA Long Hill

Frequencies:	Transmit: 859.6875, 151.2725 MHz
	Receive: 159.135, 814.6875 MHz
ERP:	35, 150 Watts
Transmitter Operating Power:	33 Watts
Generator:	
Quantity:	One (1)
Type:	Propane
Power:	50 KW
Capacity:	1000 Gallons
Location:	Within Tenant's lease area



Site ID: CT01080-S-08  
Site Name: Long Hill #1

Tenant Site ID:  
Tenant Site Name: SBA Long Hill

EXHIBIT C  
MEMORANDUM OF ANTENNA SITE AGREEMENT

Other - ANTSITE 3-5-10 (rev. 3.13.15)  
August 26, 2017

10 Tenant Initials: \_\_\_\_\_ Owner Initials: \_\_\_\_\_



Site ID: CT01080-S-08  
Site Name: Long Hill #1

Tenant Site ID:  
Tenant Site Name: SBA Long Hill

NOT FOR EXECUTION

After recording return to:

STATE OF CONNECTICUT  
COUNTY OF MIDDLESEX

MEMORANDUM OF ANTENNA SITE AGREEMENT

This memorandum evidences that a lease was made and entered into by written ANTENNA SITE AGREEMENT dated \_\_\_\_\_, 2017, between **SBA PROPERTIES, LLC**, a Delaware limited liability company "Owner" and **CITY OF MIDDLETOWN**, a governmental entity "Tenant", the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to Tenant a ground space area which is described in Exhibit A attached hereto consisting of approximately 304 (10' x 20', 4' x 10', 4' x 16') square feet at that certain site "Site" located at 1279 Long Hill Road, City of Middletown, County of Middlesex/Middletown, State of Connecticut 06757-6117, within the property of or under the control of Owner, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on \_\_\_\_\_, 2017, which term is subject to four (4) additional five (5) year extension periods by Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

TENANT: CITY OF MIDDLETOWN, a governmental entity

By: Daniel T. Drew  
Title: Mayor  
Tax No: 06-6001872  
Address: 169 Cross Street  
Middletown, CT 06457-3144  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Other - ANTSITE 3-5-10 (rev. 3.13.15)  
August 26, 2017

11 Tenant Initials: \_\_\_\_\_ Owner Initials: \_\_\_\_\_



Site ID: CT01080-S-08  
Site Name: Long Hill #1  
Tenant Site ID:  
Tenant Site Name: SBA Long Hill

MEMORANDUM OF ANTENNA SITE AGREEMENT CONTINUED

TENANT NOTARY BLOCK:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Daniel T. Drew, Mayor of City of Middletown, a governmental entity, who is personally known to me or produced as identification.

NOTARIAL SEAL

(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF \_\_\_\_\_

My commission expires: \_\_\_\_\_

(NAME OF NOTARY)  
COMMISSION NUMBER: \_\_\_\_\_

OWNER: SBA PROPERTIES, LLC, a Delaware limited liability company

By: Jason Silberstein  
Title: Executive Vice President, Site Leasing  
Tax No: 65-1003006  
Address: 8051 Congress Avenue  
2nd Floor  
Boca Raton, FL 33487-1307

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER NOTARY BLOCK:

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Jason Silberstein, Executive Vice President, Site Leasing of SBA Properties, LLC, a Delaware limited liability company, who is personally known to me.

NOTARY PUBLIC - STATE OF FLORIDA

My commission expires: \_\_\_\_\_

Printed Name of Notary \_\_\_\_\_



Site ID: CT01080-S-08  
Site Name: Long Hill #1

Tenant Site ID:  
Tenant Site Name: SBA Long Hill

EXHIBIT D  
MINIMUM SITE INSTALLATION, OCCUPANCY AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

Pre-Installation Standards

1. Prior to installation, Tenant must provide Owner with complete plans for approval, including list of proposed Equipment and subcontractors. No work may be performed until approval has been given and all criteria have been met. All Equipment must be placed in approved locations only, and Owner must approve any changes before the installation begins. The Owner or its representative shall have the right to be on site during any work on the Site. Owner to provide price quote for installation services based on Tenant's scope of work.

Installation

2. (a) The following minimum protective devices must be properly installed:
- (1) Lightning arrestors in feedline at wall feedthru ports (SBA multi-tenant buildings). (PCS providers install jumpers to extend/connect to cabinet like enclosures).
  - (2) Surge protectors in any AC & phone line circuit.
  - (3) Transmitter RF shielding. (Must be in place during operation)
  - (4) Isolator/harmonic filter. (Must be in place during operation)
  - (5) Duplexer or cavity bandpass filter. (Must be in place during operation)
- (b) All Equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.
- (c) All transmission lines entering the shelter must be 1/2" Heliax/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Hellax/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g; RGB) be permitted outside the cabinet except for RG-6 quad shield cable installed on satellite receive only systems.
- (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (g) All outside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings. All inside RF equipment cabinets must be grounded to the Site ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna lines entering the Site will have COAX center pin lightning protection installed within two feet from the entry port and grounded to master ground bar in the Site ground system.
- (i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.
- (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Owner, prior to or before completion of the install. All transmission lines are to be secured with factory hoist grips every 150' and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic wraps and/or bandit type hangers will not be accepted.



Site ID: CT01080-S-08  
Site Name: Long Hill #1

Tenant Site ID:  
Tenant Site Name: SBA Long Hill

**General**

3. Tenant must comply with any applicable instructions regarding any Site security system.
- (a) Gates will remain closed at all times unless entering or exiting the premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
  - (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Owner.
  - (c) This Agreement does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
  - (d) Do not adjust or tamper with thermostats or HVAC systems.
  - (e) Access to the shelter roof is restricted to authorized maintenance personnel.

Other - ANTSITE 3-5-10 (rev. 3.13.15)  
August 26, 2017

14 Tenant Initials: \_\_\_\_\_ Owner Initials: \_\_\_\_\_



Councilman Chasm reads and moves for approval of the proposed agreement between the City and SBA Properties, LLC for the lease of the cell tower property at 1279 Long Hill Road to facilitate radio coverage and authorizing Mayor Daniel T. Drew to sign said agreement on behalf of the City. Councilwoman Kleckowski seconds the motion.

There being no discussion, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes with 12 affirmative votes.

- B. Approving the proposed lease agreement between the City and Connecticut River Events, LLC for dockage at the City's Riverfront Harbor Park; and authorizing Mayor Daniel T. Drew to sign said agreement on behalf of the City.**  
**(APPROVED)**

**RESOLUTION No: 114-17 K:review/resolution/PCD CT River LLC dockage lease – Res 114-17**

**WHEREAS**, the City of Middletown has leased a portion of its Riverfront Harbor Park to the Lady Katherine Cruises for the past 10 years; and,

**WHEREAS**, the City of Middletown hired Projects for Public Spaces (PPS) to evaluate the public spaces along the riverfront; and,

**WHEREAS**, PPS encouraged the City of Middletown to include “Docking for commercial boats, including restaurant boats or barges, and tour boats”; and,

**WHEREAS**, the Lady Katherine Cruises was recently purchased by “Connecticut River Events, LLC” (LESSEE), which is affiliated with the Essex Steam Train and Riverboat; and,

**WHEREAS**, during PPS’s report indicated that “many Middletowners are very enthusiastic about extending the tourist-oriented Essex Steam Train to Middletown where it could stop both on the riverfront;” and,

**WHEREAS**, the lease with Connecticut River Events, LLS will work to build a cooperative relationship between the City and the Essex Steam Train and Riverboat; and,

**WHEREAS**, the LESSEE will bring people to Middletown’s Riverfront and surrounding Commercial district; and,

**WHEREAS**, the LESSEE has agreed to pay all fees associated with docking on Middletown’s Riverfront, and has also agreed to give the City 400 tickets to be used for Middletown’s Senior Citizens; and,

**WHEREAS**, the City’s Economic Development Committee, at its regular meeting on September 12, 2017 voted to approve the Agreement and forward to the Common Council; and,

**WHEREAS**, the Planning and Zoning Commission did not give a favorable report for the lease with Connecticut River Events, LLC, at its September 13, 2017 meeting; and,

**WHEREAS**, the Common Council of the City of Middletown needs a two-thirds vote to approve the lease per section 8-24 of the Connecticut General Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** The Mayor is hereby authorized to sign all documents necessary to implement the lease with Connecticut River Events, LLC for the use of the Riverfront and Harbor as set forth in the lease.

**FISCAL IMPACT:** The Lessee agrees to pay all docking fees and to give 400 tickets to the City of Middletown to use for Senior Citizens. No negative impact on general fund.

**AGREEMENT BETWEEN THE CITY OF MIDDLETOWN AND  
CONNECTICUT RIVER EVENTS, LLC**

This Agreement is made by and between the City of Middletown, 245 DeKoven Drive, Middletown, Connecticut 06457, a municipal corporation, having its territorial limits within the County of Middlesex and State of Connecticut, hereinafter referred to as the CITY, and CONNECTICUT RIVER EVENTS, LLC, a Connecticut limited liability company, with an address of One Railroad Avenue, Essex, Connecticut 06426, and with the Valley Railroad Company as its sole member, hereinafter referred to as the COMPANY.

**WHEREAS**, the COMPANY is desirous of using the docking facilities at Harbor Park for (5) five years commencing May 1, 2017 and ending April 30, 2022, excluding the day of the Head of the Connecticut River Regatta; and

**WHEREAS**, the CITY is willing to provide docking facilities at Harbor Park for the contract period to the COMPANY;

**NOW THEREFORE**, it is hereby agreed as follows:

1. Pursuant to its printed schedule, attached hereto as Exhibit A, and incorporated herein, the Company shall be allowed to pick up and discharge passengers at Harbor Park.
2. The CITY and COMPANY agree that the COMPANY may conduct business on the 4th of July. The COMPANY must load and discharge passengers before the Connecticut River is closed for the fireworks display. The COMPANY agrees to move the boat(s) to a site agreed upon by the CITY, U. S. Coast Guard and the Connecticut Department of Environmental Protection.
3. The COMPANY shall pay in consideration of the right to dock at Harbor Park and discharge and take on passengers a fee equal to all of the overtime cost, including but not limited to, holidays and weekends, for CITY personnel necessary for the operation of the COMPANY'S use of the CITY'S docking facilities at Harbor Park. When the COMPANY conducts a private cruise for which passengers will board and disembark at Harbor Park, the COMPANY will notify the CITY at least twenty-four (24) hours in advance of the cruise date, during the regular work week of Monday through Friday. If a cruise falls on a weekend or holiday, the COMPANY will notify the CITY at least twenty-four (24) hours in advance of said weekend or holiday cruise(s) for City personnel scheduling purposes. As with the other cruises, the COMPANY will reimburse the CITY for its overtime costs.
4. The CITY and COMPANY agree that the CITY shall submit the bill for the docking rights on an annual basis. The COMPANY agrees to promptly pay the bill.
5. In addition to the payment above, for use of the CITY'S dock at Harbor Park during the contract period, the COMPANY shall provide on an annual basis for the duration of this agreement a total of four hundred (400) tickets for two senior citizens' cruises, at no cost to the CITY t, which will be provided to the CITY effective May 1 of each contract year, beginning with May 1, 2017.
6. Upon entering into said lease, the COMPANY shall retain, at its sole expense, a Connecticut Registered Professional Engineer, qualified to design marine mooring systems, to design a permanent mooring system for the Lady Katherine, or any other vessel used by the COMPANY.
  - a. Said engineer must submit to the CITY an analysis of the adequacy of the current mooring utilized by the COMPANY. The analysis must include an analysis as to what river elevation or flow velocity, as applicable, that the Lady Katherine must evacuate the CITY bulkhead to prevent damage to the sheeting/bulkhead structure. This analysis must be signed and sealed by a Connecticut registered Professional Engineer and submitted to the CITY for review and approval.
  - b. The Engineer employed by the COMPANY shall comply with CITY insurance requirements and shall name the CITY as an additional insured.
7. The COMPANY agrees that the boat(s) will "float off" at or prior to, a given river elevation, as a surrogate for flow.
  - a. At elevation 6.0 feet and rising, the boat(s) may remain moored provided that the vessel maintains "anchor under foot."
  - b. At elevation 8.0 feet and rising, the boat(s) must float off the mooring position to a safe harbor.
8. The CITY, its agent, or the Harbor Master in consultation with Emergency Management, has the right to order the COMPANY'S boat(s) off the dock for cause and has the authority to order the boat(s) to "float off" for other conditions (e.g. hurricanes, ice floes, large debris) and other natural or man-made conditions that may also cause concerns.
9. The COMPANY agrees to be responsible to pay the CITY'S Water & Sewer Department for its use of the water available at the Harbor Park dock, which will be monitored by a water meter maintained

at the COMPANY'S sole expense. The meter pit and connection system must be comply with all federal, state, and local laws, rules, regulations, and orders and will be subject to inspection and approval by the CITY'S Water & Sewer Department.

10. The COMPANY will comply with all federal, state, and local law, rules, regulations, and orders, including public health ordinances and statutes that regulate the distribution of food and beverage and applicable sanitation regulations.

11. The COMPANY may request the option to extend the lease period for one (1) five (5) year period, which the CITY will have sole and exclusive authority to accept or reject, provided the COMPANY gives written notice to the CITY by May 31, 2021 of its desire to extend the lease.

12. The CITY may terminate this agreement for good cause shown or default of this agreement upon written notice. The COMPANY may have 180 days to cure the cause, except for failure to comply with Item 6 or Item 7 of this agreement.

13. The COMPANY agrees not to, in whole or in part, assign the lease or sublet the leased premises and rights to use the docking facilities, without the CITY'S prior written consent.

14. The CITY reserves the right to enter and inspect the leased property at any time with prior notice given to the COMPANY.

15. The COMPANY agrees that all permanent ramps, electrical upgrades, pilings, fixtures, meters and docks will belong to the CITY at the conclusion of the lease. The COMPANY agrees that CITY shall have the right to approve all such ramps, electrical upgrades, pilings, fixtures, meters and docks prior to their installation.

16. The COMPANY will limit advertising signage. All signage shall be approved by the CITY'S Department of Planning, Conservation & Development.

17. The COMPANY will make the business fully accessible for people with disabilities in accordance with all laws, rules, regulations, and orders.

18. The COMPANY will maintain a chair lift on the boat to aid individuals moving from one deck to another providing it meets all Coast Guard regulations.

19. The COMPANY will install the boarding ramp only when necessary for boarding and leaving the boat. In addition, as the CITY looks to potential riverfront redevelopment, construction, parking, and other needs may develop over the life of the Agreement or its renewal term. To the extent such needs develop, the COMPANY agrees to use best efforts to accommodate the CITY in meeting those needs.

20. It is agreed and understood that all personnel providing services for the COMPANY shall not be employees or independent contractors of the CITY and that the COMPANY shall carry appropriate workers' compensation and liability insurance for said personnel.

21. To the fullest extent permitted by law, the COMPANY shall at all times defend, indemnify and save harmless the City of Middletown, its officers, agents, servants and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation, arising out of injuries (including death) sustained by or alleged to have been sustained by the COMPANY'S officers, agents, servants, employees, invitees, guests or others and from injuries (including death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the CITY) caused in whole or in part by the acts, omissions, or negligence of the COMPANY, its officers, agents, servants, employees, invitees, guests or others.

22. The COMPANY shall provide and maintain, at its own cost and expense, those insurances, as described and attached hereto as Exhibit B-Insurance Requirements.

23. The COMPANY covenants and agrees that it shall comply with all laws and requirements of all governmental authorities having jurisdiction in the performance of this Agreement. The COMPANY agrees that it will use the leased premises so as to conform with and not violate any laws, regulations and/or requirements of the United States and/or the State of Connecticut and/or the City of Middletown and/or any ordinance, rule or regulation of the City of Middletown, nor or hereafter made, relating to the use of the premises, and the COMPANY shall save the CITY harmless from any fines, penalties or costs for violation of or noncompliance with the same

24. The COMPANY will secure and maintain all state and federal permits and licenses required and will provide worker protection training for its employees.

25. In the performance of the Agreement, no discrimination will be practiced by or against any person on the grounds of race, color, marital status, sexual orientation, physical disability, age, sex, religion, ancestry or national origin in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Middletown.

26. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

27. All notices or communications which are required or desired to be given or made hereunder shall be sufficiently given or made if sent by certified or registered mail, return receipt requested, to the party for whom intended at the address of such party hereinbefore set forth or at such other address of which such party shall have given written notice in the manner provided herein and shall be deemed given on the date so mailed.

28. If any provisions of this Agreement shall be held to be invalid for any reason, the remaining provisions of this Agreement shall not be effected by such determination and shall remain in full force and effect.

29. No waiver of any default or breach of this Agreement shall be a continuing waiver of such, or any other breach or default.
30. This Agreement sets forth the entire understanding of the parties with respect to the matters herein, and it may not be changed except by a written document signed by all the parties hereto.
31. This agreement, whatever the circumstances, shall not be binding on the CITY unless and until approved by the Common Council of the City of Middletown and delivered to the COMPANY.
32. This Agreement, in all respects, shall be construed and enforced under the laws of the State of Connecticut.
33. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2017.  
Signed, Sealed and Delivered  
In the Presence of:

As to the CITY	CITY OF MIDDLETOWN
 _____ Daniel T. Drew, Its Mayor Duly Authorized	 _____ Date: _____
As to the COMPANY	CONNECTICUT RIVER EVENTS, LLC
 _____ Its Manager Duly Authorized	 _____ Date: _____

The Chair calls on Councilman Daley, noting that this matter involves the reversal of an §8-24 review, which means a 2/3 affirmative vote of the Council is required for approval.

Councilman Daley reads and moves for approval of the proposed lease agreement between the City and Connecticut River Events, LLC for dockage at the City's Riverfront Harbor Park and authorizing Mayor Daniel T. Drew to sign said agreement on behalf of the City. Councilman Giuliano seconds the motion.

Councilman Daley urges everyone to support this item. He notes that the requirement of five (5) votes for the Planning & Zoning Commission is the threshold was not achieved; however, they did not vote against it. There were four (4) affirmative votes. The Charter requires five (5) affirmative votes. The Lady Katharine, especially with new ownership and affiliation with Essex Steam Train and Connecticut Valley Railroad, noting that Mr. Dodd was kind enough to speak to the Council this evening to express their desire for a stronger, more robust relationship with the City, is a strong signal for the potential of this relationship. The City has the opportunity to give a big boost to the activity at the riverfront. Under this proposed agreement, there is a great benefit to the seniors with 400 seniors having the opportunity to cruise on the Lady Katharine. This ticketing arrangement was in the original agreement and is being continued, noting there is value in that. This ticketing is appreciated especially since the City wants to do good things for our seniors. He stresses that the economic development potential of this agreement is, to him, the strongest element. Thousands of cars drive by on Route 9 and see the Lady Katharine and the riverfront. He notes that people come from surrounding towns to enjoy a foliage cruise or a dinner cruise. He adds that this is a strong asset for the City. Councilman Daley states that that Harbor Improvement Committee is working to resolve dockage fees. He states that, at the Planning & Zoning Commission meeting, the comments had nothing to do with that Commission's role in ensuring that these activities are consistent with the Plan of Conservation & Development (POCD). In fact, he adds that some of their concerns could easily have been addressed if the Commission members had spoken with Economic Development, for example dockage for transient boaters and whether or not the Lady Katharine is taking up that space. As Councilman Nocera mentioned during the Questions to Directors Workshop, there is a plan in place for transient dockage just north of where the Lady Katharine docks, so that concern is already being addressed. Councilman Daley closes by stating that this is a good agreement and a great affiliation with the Essex Steam Train, encouraging all Council members to support this proposed lease and authorize the Mayor to sign the lease with the majority to override the 8-24 lack of decision by the Planning & Zoning Commission.

Mayor Drew calls on Councilman Philip Pessina.

Councilman Pessina states that he supports this wholeheartedly. He notes that is it is important that this company is committing to the riverfront. He recalls that, as a young kid, in its heyday, everyone used the river. He states that, now that the City is on the cusp is harbor development, the nexus between the water and what we do on land is so important. Councilman Pessina concludes by asking rhetorically, "Do I hear a train whistle coming?"

Mayor Drew calls on Councilman Thomas Serra.

Councilman Serra states that he went on a Lady Katharine cruise a couple of weeks ago and it is incredible. He states that this matter, in the vernacular, is simply a “no brainer.” It is economic development. By having the boat in Middletown, the next assignment is to get the rails up and going thru Haddam into Middletown to create the full economic impact. Councilman Serra reminds members that the City gets the 400 senior tickets from them and will get docking fees. Councilman Serra states that he supports this lease agreement.

Mayor Drew calls on Councilwoman Mary Bartolotta.

Councilwoman Bartolotta states that she supports this lease agreement. She notes that it is a wonderful relationship with the City and the seniors. She explains that, sitting on the senior rec committee, she sees how important the cruise is to the seniors, getting them out and about. As a point of order, she states that, during the Question to Directors, there was discussion about the ordinance and the scheduled \$200 dockage fee. The City Attorney had stated that he was going to address this matter. She states that she has now confirmed with City attorney that the company is agreeable, showing that they are willing to work with the City and have the best intentions. Councilwoman Bartolotta wishes the company the best for their businesses, adding that, as the mom of five-year old, who just took river and train excursion, which was a wonderful experience. She is hopeful that relationship will bring even more activity to Middletown.

Mayor Drew calls on Councilman Sebastian Giuliano.

Councilman Giuliano states that the rule is that a duly constituted board or commission should be afforded the greatest deference when performing its duties and should be given the presumption that what they do is legal and proper; however, when that board or commission goes beyond the bounds of its area of review – its jurisdiction – then that presumption does not apply. He notes that, in this case, the record of the Planning & Zoning Commission shows that those who voted against the 8-24 favorable review did so reasons that are not germane to an 8-24 approval. He explains that, if the Counsel does not override that record, then that is the record we are stuck with. He states that he will be voting in favor of the motion to override the actions of the Planning & Zoning Commission and approve the new lease. Councilman Giuliano states that he thought it was a good idea to have Lady Katharine here when he first signed the lease as Mayor, and it has worked out very well for the City. Nothing is changing other than ownership, so why is it a bad idea now. Councilman Giuliano states that he is looking forward to another 10 years of Lady Katharine finding its home in Middletown. Councilman Giuliano closes by stating that he will support the motion.

Mayor Drew calls on Councilwoman Deborah Kleckowski.

Councilwoman Kleckowski states that she initially brought forward the questions on docking fees. She asks that asked those Council members on WPCA be sure that the Water Department is following thru on water billing. She expressed thanks to Economic Development Specialist Thomas Marano and PCD Director Joseph Samolis for their great work. Councilwoman Kleckowski wishes the company much success in Middletown.

Mayor Drew calls on Councilman Gene Nocera.

Councilman Nocera states that he wholeheartedly supports this resolution. He states that, as a member of the Harbor Improvement Commission, at these meetings there are many entrepreneurs who come forward looking to expand and enhance use of the harbor area. Councilman Nocera notes that the Lady Katharine is essential and future development is essential, so we are working in tandem to make this happen as is further development.

There being no discussion, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes with 12 affirmative votes.

Mayor Drew explains that the 8-24 is overridden and wishes the company the best of luck and that the City looks forward to continuing it long into the future.

**C. Approving the Water Department FY2017-2018 CNR Request  
(APPROVED)**

**RESOLUTION No: 115-17 K: review/resolution/WS Water Dept. FY17-18 CNR request -- Res 115-17**

**BE IT RESOLVED BY THE COMMON COUNCIL FOR THE CITY OF MIDDLETOWN THAT:** The following transfers and line item creations as so attached be authorized for the Water Department Fiscal Year 17/18 Capital Non-Recurring Fund.

**Financial Impact:** As per budgetary plan. No fiscal impact.



**WATER AND SEWER  
DEPARTMENT**

**TO:** Members of the WPCA

**FROM:** Robert J. Young – Acting Director Water & Sewer Department 

**DATE:** August 16, 2017

**RE:** Submittal of Proposed FY 17/18 CNR and related Transfers for Water and Sewer Department

Attached please find the proposed FY 17/18 CNR Funding Plan, a list of proposed CNR expenditures and a list of Transfers for both the Water as well as the Sewer Department.

Funding for the CNR is derived from the Depreciation line items (5000-60000-59510-0000-00000-0000-000 and 2050-65000-59510-0000-00000-0000-000 respectively) in each adopted budget. Funds in these accounts are transferred to the CNR Fund and are transferred into the appropriate account once the CNR expenditure Plan is adopted.

As has been our past practice whenever funds are to be appropriated to a new account for the current year the remaining balances in all previously existing similar accounts is transferred into the new CNR account. This consolidation is an effective means provide efficient utilization of the account.

**WATER DEPARTMENT CNR for FY 17/18**

The FY 17/18 CNR Request totals \$500,000 and matches the Depreciation line item in the Adopted budget.

The request continues many of the programs we have had in place to repair, maintain or improve components of our treatment, pumping or distribution system.

This request provides funding for the existing hydrant replacement program, the groundwater well redevelopment program, repair and improvement to the water distribution system, and the repair and maintenance of the Department's buildings. In addition, there is funding designated for the design of improvements at our 3 water supply dams (Higby, Adder and Laurel Brook) that will be required to comply with regulatory standards established to protect the dams from failure and the resultant impact that would occur downstream.

Lastly, the existing Utility Billing system is being updated to the most current version to prevent a system failure like that encountered a little over 5 years ago. Similarly, the existing cross connection FOG software is being integrated with the billing software so latest account information can be updated automatically into the cross connection software and vice versa.

**SEWER DEPARTMENT CNR for FY 17/18**

The FY 17/18 CNR Request totals \$225,000 and matches the Depreciation line item in the Adopted budget.

The request continues many of programs we have had in place to repair, maintain or improve components of our treatment, pumping or collection system.

This request provides funding for the repair of key unit processes at the Water Pollution Control Facility such as the influent screw pumps, air blowers for the secondary biological aeration process, sludge pumping equipment and components of the pre-treatment process. These key process components are vital to maintaining compliance with the facilities NPDES Permit.

In addition, funding is being provided to address mechanical, electrical and operational concerns at the Johnson St sewer pump station. The Johnson St pump station was originally installed in the 1950's and has had some minor upgrades. In terms of flow it is one of the largest pump stations in the City. Funding is provided to perform an abatement of lead paint that has been found in the station and for a consultant study to evaluate the condition of the existing electrical, pumping and piping systems and to provide recommendations and potential alternatives to address any identified operational issues.

Furthermore, funding is being provided for the permanent repair of the Newfield St sanitary sewer and for the adjustment of manhole frames and covers required as a result of road resurfacing projects.

Lastly, funding is being provided for the update of the existing Utility Billing system to the most current version to prevent a system failure like that encountered over 5 years ago. Similarly, the existing cross connection and FOG software is being integrated with the billing software so latest account information can be updated automatically into the cross connection software and vice versa.

CC: GFO  
Common Council

Funding Plan	
FY 17/18	
Water	
Proposed CNR Expenses	
FY 17/18 Total CNR Request	\$500,000.00
Source of Funding	
FY 17/18 Depreciation from Adopted Budget	\$500,000.00
Utilization of CNR or Water Fund Balance	\$0.00
Total	\$500,000.00

PROPOSED CNR	
FY 17/18	
Water Dept	
Project Description	
Hydrants - Repair Replace & Improve	\$22,500
Well Redevelopment	\$105,000
Distribution System - Repair Replace & Improve	\$100,000
Water Treat/Pump Station - Repair, Replace & Improve	\$124,000
Dam Rehabilitation	\$96,000
Adjustments to Grid	\$13,000
Office Equipment	\$1,000
Laboratory Equipment	\$1,500
DOT/DPW Maintenance Equipment	\$5,000
Building Maintenance	\$25,000
Tokay Software and Computers	\$3,500
Customer Billing Software	\$3,500
Total Request Approp to CNR Accounts	\$500,000.00
Total Request Approp to CNR = Adopted FY 17/18 Depreciation	\$500,000.00

Proposed Water FY 17/18 CNR Account Transfers		
1 TRANSFER FROM:		
Account Number	Account Description	Approximate Amount*
5010-60000-79571-0000-00000-2017-000	Hydrants - Rep/Rep/Improve	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-60000-79571-0000-00000-2018-000	Hydrants - Rep/Rep/Improve	Remaining Balance + \$22,500
2 TRANSFER FROM:		
Account Number	Account Description	Approximate Amount*
6010-80000-79501-0000-00000-2015-000	Well Redevelopment	Remaining Balance
5010-80000-79501-0000-00000-2016-000	Well Redevelopment	Remaining Balance
5010-80000-79501-0000-00000-2017-000	Well Redevelopment	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-80000-79501-0000-00000-2018-000	Well Redevelopment	Remaining Balance + \$105,000
3 TRANSFER FROM:		
Account Number	Account Description	Approximate Amount*
6010-60000-79574-0000-00000-2014-000	Water Distribution System - Rep/Rep/Improve	Remaining Balance
5010-60000-79574-0000-00000-2015-000	Water Distribution System - Rep/Rep/Improve	Remaining Balance
5010-60000-79574-0000-00000-2016-000	Water Distribution System - Rep/Rep/Improve	Remaining Balance
5010-60000-79574-0000-00000-2017-000	Water Distribution System - Rep/Rep/Improve	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-60000-79574-0000-00000-2018-000	Water Distribution System - Rep/Rep/Improve	Remaining Balance + \$100,000
4 TRANSFER FROM:		
Account Number	Account Description	Approximate Amount*
5010-80000-79567-0000-00000-2014-000	Water Treatment/Pump Station - Rep/Rep/Improve	Remaining Balance
5010-80000-79567-0000-00000-2015-000	Water Treatment/Pump Station - Rep/Rep/Improve	Remaining Balance
5010-80000-79567-0000-00000-2016-000	Water Treatment/Pump Station - Rep/Rep/Improve	Remaining Balance
5010-80000-79567-0000-00000-2017-000	Water Treatment/Pump Station - Rep/Rep/Improve	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-80000-79567-0000-00000-2018-000	Water Treatment/Pump Station - Rep/Rep/Improve	Remaining Balance + \$124,000
5 TRANSFER FROM:		
5010-80000-79712-0000-00000-2016-000	Dam Rehabilitation	Remaining Balance
5010-80000-79712-0000-00000-2017-000	Dam Rehabilitation	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-80000-79712-0000-00000-2018-000	Dam Rehabilitation	Remaining Balance + \$96,000

6 TRANSFER FROM:		
5010-60000-79798-0000-00000-2013-000	Adjustment to Grid	Remaining Balance
5010-60000-79798-0000-00000-2016-000	Adjustment to Grid	Remaining Balance
5010-60000-79798-0000-00000-2017-000	Adjustment to Grid	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-80000-79798-0000-00000-2018-000	Adjustments to Grid	Remaining Balance + \$13,000
7 TRANSFER FROM:		
5010-60000-79500-0000-00000-2016-000	Office Equipment	Remaining Balance
5010-60000-79500-0000-00000-2017-000	Office Equipment	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-60000-79500-0000-00000-2018-000	Office Equipment	Remaining Balance + \$1,000
8 TRANSFER FROM:		
5010-60000-79505-0000-00000-2015-000	Lab Equipment	Remaining Balance
5010-60000-79505-0000-00000-2016-000	Lab Equipment	Remaining Balance
5010-60000-79505-0000-00000-2017-000	Lab Equipment	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-60000-79505-0000-00000-2018-000	Lab Equipment	Remaining Balance + \$1,500
9 TRANSFER FROM:		
5010-60000-79502-0000-00000-2011-000	DOT/DPW Maintenance Equip	Remaining Balance
5010-60000-79502-0000-00000-2015-000	DOT/DPW Maintenance Equip	Remaining Balance
5010-60000-79502-0000-00000-2016-000	DOT/DPW Maintenance Equip	Remaining Balance
5010-60000-79502-0000-00000-2017-000	DOT/DPW Maintenance Equip	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-60000-79502-0000-00000-2018-000	DOT/DPW Maintenance Equip	Remaining Balance + \$5,000
10 TRANSFER FROM:		
5010-60000-79499-0000-00000-2012-000	Build Maintenance - Rep, Repl, Imp	Remaining Balance
5010-60000-79499-0000-00000-2015-000	Build Maintenance	Remaining Balance
5010-60000-79499-0000-00000-2016-000	Build Maintenance	Remaining Balance
5010-60000-79499-0000-00000-2017-000	Build Maintenance	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-60000-79499-0000-00000-2018-000	Build Maintenance	Remaining Balance + \$25,000
11 TRANSFER FROM:		
5010-60000-79526-0000-00000-2010-000	Tokay Software & Computer	Remaining Balance
5010-60000-79713-0000-00000-2016-000	Tokay Software	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-60000-79499-0000-00000-2018-000	Tokay Software & Computer	Remaining Balance + \$3,500
12 TRANSFER FROM:		
5010-60000-79594-0000-00000-2010-000	Customer & Billing Software	Remaining Balance
TRANSFER TO: New account established for 2018		
5010-60000-79594-0000-00000-2018-000	Customer & Billing Software	Remaining Balance + \$3,500

Councilman Nocera moves to approve the Water Department FY2017-2018 CNR request. Councilman Blanchard seconds the motion.

There being no discussion, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes with 12 affirmative votes.

D. Approving the distribution of the Educational Incentive Challenge Grant funds in the amount of \$22,250 as proposed by the Youth Services Advisory Board  
(APPROVED)

RESOLUTION No: 116-17 K: review/resolution/ YS Education Incentive Award Resolution 2017-2018  
-- Res 116-17

WHEREAS, a powerful and growing body of evidence demonstrates that programs outside the school day keep youth out of trouble and improve their prospects for the future; and

WHEREAS, studies find that programs outside the school day improve graduation rates and academic achievement; and

WHEREAS, many extended day programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights; and

WHEREAS, the Common Council recognized the significant need for extended day programming, particularly for underserved youth in our community, by approving the inclusion of the Educational Incentive Challenge Grant initiative in the adopted budget for fiscal year 2017-18; and

WHEREAS, the Common Council approved the Challenge Grant guidelines authorizing the Youth Services Advisory Board to release a Request for Proposals and make recommendations for program funding on August 7, 2006.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That the following distributions are hereby approved:

ORGANIZATION	PROJECT	AMOUNT
Shiloh Baptist Community Dev Corp	Shiloh Youth Enrichment Program	\$2,200
Cross Street Training & Academic Center, Inc.	Afterschool Tutorial Program	\$2,200
CT Cycling Advancement Program	Middletown Youth Cycling Program	\$1,500
Oddfellows Playhouse	Theater Explorers	\$5,000
Rushford Center	Rams in Action and Cougars in Action	\$2,000
Wesleyan PS Collaborative	Prospect Math/Science	\$3,000
YMCA	Kid's Korner – Before and After School Programs	\$5,000
Manes & Motions Therapeutic Riding Center	Pathways Youth Development Program	\$1,350
TOTAL APPROPRIATION		\$22,250

AND BE IT FURTHER RESOLVED: That the citizens of Middletown are urged to ensure that every child has access to a safe, engaging place where students extend their learning day through enrichment and academic activities by supporting programming outside the school day.

12596-BUBUDPTT.MRP		Printed 22-Sep-2017 at 10:47:53 by DOYLED					Page 1		
		CITY OF MIDDLETOWN, CT							
		Budget Town Meeting w/ Cost Breakdown							
Budget Fiscal Year: 2018 to 2018									
Account and Description	2016 Actual	2017 Budget	2017 Base Budget	2017 Actual YTD	Finance Proposed	Dept Proposed	Mayor City Council		
-----									
1000 GENERAL FUND									
26500 HEALTH & HUMAN SERVICES									
1000-26500-55185-0732-00000-0000-000									
1 KUNN: CONTRACTUAL SERVICES			24,000		24,000	24,000	24,000	24,000	
1 PART-TIME KUNN WORKERS									
	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	
-----									
1000-26500-59200-0722-00000-0000-000									
1 ART Support Services			63,000		63,000	63,000	63,000	53,000	
	63,000	63,000	63,000	63,000	63,000	63,000	63,000	53,000	
-----									
1000-26500-59200-0724-00000-0000-000									
1 AMAZING CHALLENGER			20,275		20,275	20,275	20,275	17,775	
2 EDUCATIONAL INCENTIVE GRANTS (FORMER AFTERSCHOOL			24,750		24,750	24,750	24,750	22,250	
3 SCHOLARSHIP AWARD - MCCC STUDENT			900		900	900	900	900	
5 PROJECT GRADUATION (TR FROM COUNCIL BUDGET)			1,800		1,800	1,800	1,800	1,800	
	124,200	47,725	47,725	47,725	47,725	47,725	47,725	42,725	
-----									
1000-26500-59200-0726-00000-0000-000									
1 SHELTER: GRANT			25,000		25,000	25,000	25,000	35,000	
1 BODY SHELTER - CONNECTION			7,500		7,500	7,500	7,500	7,500	
2 RELOCATION ASSISTANCE									
	29,000	32,500	32,500	37,741	32,500	32,500	32,500	32,500	
-----									
1000-26500-59200-0728-00000-0000-000									
1 Sanitation - Public Housing			17,155		17,155	17,155	17,155	17,155	
	17,155	17,155	17,155	17,155	17,155	17,155	17,155	17,155	
-----									
1000-26500-59200-0730-00000-0000-000									
1 OLD BURY: GRANT			76,950		76,950	76,950	76,950	76,950	
1 OLD BURYING GROUNDS			270		270	270	270	270	
2 ADDING NAMES OF INDIGNIT TO MEMORIAL									
	76,950	77,220	77,220	77,220	77,220	77,220	77,220	77,220	
-----									
1000-26500-59200-0734-00000-0000-000									
1 CONNECTICUT LEGAL SERVICES			10,000		10,000	10,000	10,000	10,000	
	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
-----									
1000-26500-59200-0736-00000-0000-000									
1 HLTH GRANT: GRANT			33,250		33,250	32,250	32,250	18,250	
1 PUBLIC HEALTH BLOCK GRANTS									
2 NEW HORIZON SHELTER GRANT- 1 v 1 match			22,500		22,500	23,500	23,500	22,500	
3 COMMUNICABLE DISEASE			18,000		18,000	18,000	18,000	18,000	
4 HARMING CENTER			20,000		20,000	20,000	20,000	20,000	
5 CHILDHOOD HUNGER (NON-MATCHING)			0		0	0	9,500	9,500	
	123,300	93,750	93,750	93,750	93,750	88,750	98,250	88,250	
-----									
1000-26500-59200-0738-00000-0000-000									
1 YOUTH GRNT: GRANT			40,000		40,000	40,000	40,000	40,000	
1 SPORTS GRANTS - NEED BASED									
	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	
-----									
Total 26500 HEALTH & HUMAN SERVICES	526,305	411,350	405,350	410,591	405,350	400,350	409,850	384,850	
-----									
Total 1000 GENERAL FUND	526,305	411,350	405,350	410,591	405,350	400,350	409,850	384,850	

Councilman Faulkner moves to approve the Educational Incentive Challenge Grant funds in the amount of \$22,250 as proposed by the Youth Services Advisory Board. Councilman Santangelo seconds the motion.

There being no discussion, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes with 12 affirmative votes.

**E. Approving up to a 30 day advancement of sick leave for Javier Ortiz pursuant to Chapter 74, Article I, §74-3 of the Middletown Code of Ordinances  
(APPROVED)**

**RESOLUTION No: 117-17 K: review/resolution/GCC JOrtiz advance sick time -- Res 117-17**

**Whereas**, Javier Ortiz is currently an Park Maintainer II who has been employed with the City of Middletown since December 2008; and

**Whereas**, Javier Ortiz has been out of work due to an illness and he has exhausted all of his accrued sick and vacation time, as well as all sick time that was advanced by the Mayor; Now therefore

**Be it resolved by the Common Council of the City of Middletown:** That Javier Ortiz shall be granted up to a 30-days advanced sick leave.

**Fiscal Impact:** None. Employee will pay back said advance in accordance with Chapter 74, Article I, § 74-3 of the Middletown Code of Ordinance.

City of Middletown, CT

Page 1 of 1

City of Middletown, CT  
Thursday, September 21, 2017

## Chapter 74. Personnel

### Article I. General Provisions

#### § 74-3. Advance sick leave.

[Amended 7-5-1994]

- A. Advance sick leave may be granted by Mayor. Upon written application through the Director of Human Resources to the Mayor, a City employee may be granted by the Mayor advance sick leave not to exceed 30 days, provided that all earned and accrued sick leave and vacation shall have been exhausted.  
[Amended 5-2-2013 by Ord. No. 11-13]
- B. Application for advance sick leave. The Director of Human Resources shall prescribe the form of the application and the detailed sick leave record and the manner of their presentation to the Mayor.  
[Amended 5-2-2013 by Ord. No. 11-13]
- C. Petition to Common Council for additional advance sick leave. An employee who shall have been granted and exhausted the maximum period of sick leave permitted under Subsection A may petition the Common Council through the Personnel Review Commission for additional sick leave, and the Common Council may grant such additional leave as it determines is warranted.
- D. Repayment of advance sick leave. Upon return to work after the use of the advance sick leave granted under the provisions of this section, an employee may earn five days of accrued sick leave and, thereafter, shall begin to repay the excess sick leave, using either sick leave or vacation time. If, after 12 months following the return to work, the employee has not fully repaid the advance sick leave, the City may in each fiscal year deduct up to 10 days of accrued but unused vacation time due to the employee until the advance sick leave has been recouped. If any advance sick leave remains unrecouped at the time that the employee terminates employment with the City, the Director of Finance shall recover the monetary value of this time from any non-wage monetary benefits due to the employee. A waiver of this requirement may only be approved by a resolution of the Common Council.

<http://www.ecode360.com/print/MI1935?guid=8363590>

9/21/2017

Councilwoman Bartolotta moves to approve up to a 30-day advancement of sick leave for Javier Ortiz pursuant to Chapter 74, Article I, §74-3 of the Middletown Code of Ordinances. Councilman Pessina seconds the motion.

There being no discussion, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes with 12 affirmative votes.

**K. Approving, ratifying, and adopting the tentative agreement between the City of Middletown and Local #1361, Police AFSCME, Council 4, as negotiated, including all associated costs covering the period of July 1, 2017 through June 30, 2022; and authorizing Mayor Daniel T. Drew to sign said Agreement on behalf of the City  
(APPROVED)**

**RESOLUTION No: 123-17 K: review/resolution/GCC Police contract 2017-2022 -- Resolution 123-17**

**BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That the Common Council hereby approves, ratifies, and adopts the Tentative Agreement between the City of Middletown, Connecticut and Local #1361, Police, AFSCME, Council 4, as negotiated, including all associated costs, covering the period of July 1, 2017 through June 30, 2022; and

**BE IT FURTHER RESOLVED:** That the Mayor of the City of Middletown is hereby authorized to sign said Agreement on behalf of the City of Middletown.

Financial Impact is estimated to be \$69,516 over the term of the contract as provided in the Executive Summary, dated September 8, 2017.

**MEMORANDUM  
FROM THE OFFICE OF THE GENERAL COUNSEL**

**TO:** COMMON COUNCIL

**FROM:** KORI TERMINE WISNESKI, DEPUTY GENERAL COUNSEL

**CC:** MAYOR DANIEL T. DREW  
GEOFFREY LUXENBERG, CHIEF OF STAFF  
POLICE CHIEF WILLIAM MCKENNA  
DEPUTY POLICE CHIEF MICHAEL TIMBRO  
CARL ERLACHER, DIRECTOR OF FINANCE  
OGC PERSONNEL

**DATE:** SEPTEMBER 8, 2017

**RE:** EXECUTIVE SUMMARY OF POLICE TENTATIVE AGREEMENT

**BACKGROUND**

On August 31, 2017, the City and the Police Union reached a tentative agreement (TA) on a new collective bargaining agreement (CBA) that would run from July 1, 2017 through June 30, 2022. Under the Municipal Employee Relations Act (MERA), a TA must be sent to the Common Council within 14 days of being signed. Under MERA, the Council has 30 days from the end of the 14-day period for submission to approve or reject a request for funds to implement the TA as a new CBA. This memo provides an overview of the changes to the existing CBA being proposed in the TA.

**EXECUTIVE SUMMARY**

The main goals of this negotiation were to address increasing insurance costs, begin a process by which the City can proactively start funding its OBEB Trust through employee contributions to help cover future insurance costs, to clean-up ambiguous, difficult to understand language, and to simplify provisions of the contract so that they more clearly reflect current practices. In addition, the City and the Union worked cooperatively to incorporate directly into the contract long-standing practices that were previously memorialized in memoranda of understanding and to focus efforts on maximizing officer safety and strengthening the City's light duty program so that police officers can return to work from injury more quickly and in the right mindset. The City and the Union accomplished these lofty goals and did so in a financially responsible way. Some of the highlights include the following:

- **Health Insurance/Prescription Coverage (Art. 20):** Instead of choosing between two different insurance plans, all Police bargaining unit members will now be on one health care plan. Under this new plan, co-pays have increased. It is important to note that this new health plan mirrors the plan offered to UPSEU, 466, and non-bargaining, which will make it easier for internal implementation. The premium cost share will also increase from 11% to 13% during this contract period. Under this TA, prescription co-pays increased for brand and non-preferred prescription both for in store and by mail order. To offset the substantial increase in our prescription costs in recent years, the City also negotiated a mandatory generic program and moved to a Preferred National Formulary, which will update annually.
- **OPEB (Other Post-Employment Benefits Trust) Contribution (Art. 20):** Following a trend throughout the State, this TA requires that all new members hired on or after July 1, 2017 contribute 1% of their base pay to the City's OPEB Trust to help offset rising health care costs. This contribution, which is similar to the pension contribution made by all pensionable employees, will be taken directly out of the member's paycheck each week.
- **Light Duty Program and the Mayor's Safety Committee (Art. 26 and Art. 27):** The City and the Union tackled language related to the light duty program in an effort to update the language to correspond with how this program actually works and should work. The goal here is to get police officers back to work quickly and safely. Part of this TA also puts the onus on the employee to inform the Risk Manager's Office and the Chief about his/her work status and penalizes members that do not return to work in a timely manner after being medically released to do so by their doctors.

Pursuant to state statute, the City is required to have a Safety Committee. The Risk Manager's Office organizes and staffs these meetings and one of our goals this negotiation was to ensure more union participation. This TA achieves that goal. At least one member of the Executive Board will be required to attend all such meetings, which include safety training and discussion on safety issues throughout the City and across departments and unions. These meetings meet quarterly.

- **Longevity (Art. 22):** The TA provides for the elimination of longevity payments for officers who have been working for the City for five or ten years and increases annual longevity payments to officers working 15 and 20 years by \$200 and \$300 respectively. This agreement is in line with the trend both City-wide and statewide to eliminate these payments, but also takes in consideration the importance of encouraging and maintaining an experienced police force.

- **Wages (Art. 4):** The TA provides wage increases of 1.5% (retroactive to July 1, 2017), 3.0%, 3.0%, 3.0%, and 2.0% over the life of this contract. These increases average out to a 2.5% wage increase per year. The following is a comparison of these wage increases to the average negotiated wage increases as reported by the Connecticut Conference of Municipalities:

	FY17	FY18	FY19	FY20	FY21
Police Union	1.5%	3.0%	3.0%	3.0%	2.0%
Av. Neg.	2.31%	2.30%	2.46%	NA*	NA*

\*Not yet available.

- **Duration (Art. 30):** The TA provides for a 5 year duration, from July 1, 2017 to June 30, 2022.
- **Housekeeping.** Finally, throughout the TA, there are a number of “clean-up” provisions including, but not limited to, memorializing the City’s practice of having individuals assigned to Patrol on a 4-2 schedule work a 5-2 schedule when on light duty, incorporating long-standing memoranda of understanding directly into the contract, updating obsolete language related to outdated practices, and updating the vacation carry-over language to correspond with current practices. The goal of these provisions is to keep the CBA current and to reduce the potential for confusion or disagreement, which is in the interests of both the City and the Union.

**FINANCIAL IMPACT**

Finance Director Carl Erlacher offers the following on the financial impact of this contract:

Based on the proposed changes to the CBA, the cost-of-living-allowances (COLA's) amount to a financial impact of \$130,755 for FY 2017, \$265,433 for FY 2018, \$273,396 for FY 2019, \$281,598 for FY 2020, \$193,364 for FY 2021. With the proposed changes to the insurance plan, the City is expected to save approximately \$95,800 per year or \$431,100 over the life of this contract. Additionally, the premium cost share is increasing over the five year term and the City will save \$567,930 related to those additional contributions. The removal of longevity for five and ten year officers will result in savings of \$12,600 per year or \$63,000 over five years. The City is also starting an OPEB program in which new employees as of July 1, 2017 will pay 1% of base pay into the City’s OPEB trust to cover future insurance expenses. The City will begin to immediately collect \$2,600 per year or \$13,000 over the life of the contract. This amount will continue to increase as the City hires new officers. The total cost of this contract is \$69,516.

**CONCLUSION**

In sum, the TA was intended to address rising insurance costs, strengthen the safety and well-being of our officers, and solidify our current practices in easy to understand language. We believe that this TA builds on the already sound structure of the existing CBA and treats our valuable employees fairly while also protecting our taxpayers’ interests. Our office remains at your disposal for any questions.

Councilwoman Daley moves to approve, ratify, and adopt the tentative agreement between the City of Middletown and Local #1361, Police AFSCME, Council 4, as negotiated, including all associated costs covering the period of July 1, 2017 through June 30, 2022; and authorizing Mayor Daniel T. Drew to sign said Agreement on behalf of the City. Councilman Philip Pessina seconds the motion.

Councilman Daley acknowledges the negotiating teams for having come up with a good and fair agreement, which makes improvements on post-employments benefits, including how to fund. It saves in benefit costs, essentially off-setting the wage increases. He notes that it is very sound agreement and that the parties did a good job. Councilman Daley encourages all members to support this agreement.

Mayor Drew calls on Councilman Thomas Serra.

Councilman Serra states that he echoes what Councilman Daley has said. He also notes that the CPI (Consumer Price Index) is around what they have settled in this contract. The cost of \$69,000 to the people of Middletown for protective services is very fair. Councilman Serra states that he will support this agreement.

Mayor Drew expresses his thanks to Council 1361, Deputy General Counsel Kori Wisneski, and the whole negotiating team for having come up with a very fair agreement.

There being no further discussion, the Chair calls for the vote. It is unanimous to approve with 11 aye votes and one (1) abstention by Councilwoman Mary Bartolotta. The Chair states the matter passes with 11 affirmative votes.

L. **ORDINANCE: Approving and amending the Middletown Code of Ordinances to add new Section 272-17, entitled Property Tax Exemption for Gold Star Parents and Spouses, providing for a property tax exemption based on specific qualifying criteria**  
(APPROVED)

**ORDINANCE 15-17 -- K: review/resolution/GCC Tax Exemption Ordinance Gold Star Parents &Spouses -- Ordinance 15-17**

**BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That Section 272-17 be added to the Middletown Code of Ordinances as follows:



§ 272-17. Property Tax Exemption for Gold Star Parents and Spouses

**A. Eligibility for Exemption.**

1. Pursuant to the authority of P.A. 17-65, as of October 1, 2017, property that is owned by a parent whose child was killed in action, and/or by the surviving spouse of a person who was killed in action, while performing active military duty with the armed forces, as such term defined in subsection (a) of Section 27-103 of the Connecticut General Statutes, as amended, shall be eligible to receive an exemption from property tax as of the October 1 following the application and verification of such tax-exempt status of parent and/or surviving spouse by the City, if the following conditions are met:

a. Residency. At the time the application is made, and at all times during which the parent or surviving spouse is receiving an exemption pursuant to this Ordinance, the parent or surviving spouse shall be a resident of the City of Middletown.

b. Qualifying Income. The parent's or surviving spouse's total adjusted gross income as determined for purposes of the federal income tax plus any other income not included in such adjusted gross income, shall not exceed the sum of the maximum qualifying income for individuals if unmarried, or jointly with spouse if married, as set forth in section 12-81f of the Connecticut General Statutes, as amended, plus twenty-five thousand dollars (\$25,000).

c. Surviving Spouses. The surviving spouse must have been legally married to the person who was killed in action, in full accordance with Title 46b, Chapter 815E of the Connecticut General Statutes as amended, at the time of such person's death.

d. Parents. If both parents of any such child killed in action while performing active military duty with the armed forces are domiciled together, only one such parent shall be entitled to the exemption from property tax provided for under this Ordinance. If both parents of any such child killed in action while performing active military service with the armed forces are not domiciled together, both parents shall be eligible to receive the exemption provided for under this Ordinance.

**B. Amount of Exemption, Certified List.**

1. The exemption of property shall be the greater of either twenty thousand dollars (\$20,000), or ten per cent (10%) of the assessed value of the property owned by the surviving spouse or the parent(s) of a child who was killed in action.

2. The exemption provided for under this Ordinance shall be in addition to any exemption to which an eligible parent or surviving spouse may be entitled under section 12-81 of the Connecticut General Statutes, as amended. No such eligible parent(s) or surviving spouse entitled to exemption under section 12-81f or 12-81g of the Connecticut General Statutes and this Ordinance shall receive more than one such exemption.

3. The Assessor shall annually make a certified list of all such parents or surviving spouses who are found to be entitled to an exemption, which list shall be filed in the Office of the City and Town Clerk of the City of Middletown.

**C. Application Procedure and Requirements.**

1. Any parent whose child was killed in action, or the surviving spouse of a person who was killed in action (the "Applicant") submitting a claim for an exemption of property tax under this Ordinance shall submit an application, on a form prepared by the Assessor, to the Assessor's Office not later than October 1 (the "Application"). The Application shall include a copy of the two (2) recorded affidavits described in Section (C)(3) of this Ordinance, and the Applicant's federal income tax return, or in the event such a return is not filed, such evidence related to income, as may be required by the Assessor, for the entire calendar year ending immediately prior to the October 1 in which the Application for exemption is made.

2. The Applicant shall also file with the Office of the City and Town Clerk at least two (2) affidavits, in such form as approved by the Assessor, of two (2) different disinterested persons stating the following:

a. the deceased child or spouse was killed in action while performing active duty with the armed forces, as defined in section 27-103(a) of the Connecticut General Statutes; and

b. that the Applicant is the parent or surviving spouse of the person who was killed in action.

3. The affidavits shall be recorded in full in the Office of the City and Town Clerk of the City of Middletown, free of charge, and such recording shall list the name of such parent or surviving spouse claiming the exemption. No exemption shall be granted unless the Affidavits have been recorded in Office of the City and Town Clerk of the City of Middletown and until the Application has been deemed complete by the Assessor's Office.

**D. Renewal and Termination of Exemption, Penalties.**

1. The Applicant shall be required to reapply for this exemption on a biennial basis. The failure of the Applicant to reapply for this exemption on a biennial basis shall result in the termination of the Applicant's exemption.

2. When an exemption has been granted, the Applicant shall in the assessment year immediately following the date of approval be presumed qualified for such exemption.
3. On a biennial basis, during the year immediately following the approval of an Applicant's exemption, the Assessor may by August 1, notify each parent or surviving spouse presumed to be qualified for such exemption in writing, and if any Applicant has income in excess of the maximum allowed under Section A(1)(b) of this Ordinance, such Applicant shall notify the Assessor on or before the next October 1 and shall be denied the exemption for the assessment year immediately following and for any subsequent year until such Applicant has reapplied and again qualified for such exemption. The failure of the Assessor's Office to send such notice by August 1 shall waive the requirements of this Paragraph for that assessment year, and the Applicants presumed to be qualified for the exemption shall continue to receive an exemption for such assessment year.
4. Any notice under this Ordinance shall be deemed effective if it was mailed by regular mail to the Applicant's last known address on file with the Tax Collector's Office.
5. If at any time it is determined that the Applicant has obtained the exemption set forth in this Ordinance improperly, or was based on any misrepresentation or fraud, then upon discovery of such fact by the Assessor's Office, the exemption shall be terminated immediately and the Applicant shall make payment to the City of Middletown in the full amount of the property tax loss related to such exemption improperly taken within thirty (30) days of such written demand from the City of Middletown.

Councilman Santangelo reads the proposed Ordinance.

Councilman Thomas Serra makes a motion to waive the reading of the ordinance. Councilwoman Deborah Kleckowski seconds the motion. The Chair calls for a vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes with 12 affirmative votes.

The Mayor calls on Councilman Robert Santangelo.

Councilman Santangelo states that Gold Star parents and spouses are people who have lost someone serving in the military. These individuals send a family member -- son, daughter, spouse -- with the expectation that they will come back. He notes that it is a hard loss. He recalls that, when someone serves, that person represents our country and our flag; they represent democracy and our rights; they defend the Constitution, including First, Second, and Fourteenth Amendment rights. Those who serve are very special people and should be commended. Councilman Santangelo closes by reminding Council members that those who serve in the military are very special people.

Councilman Sebastian Giuliano makes a point of order, saying that if the matter has not been moved, he now does so. Councilman Robert Blanchard seconds the motion.

The Chair asks the clerk to confirm the whether or not the motion has been moved and seconded. The Clerk confirms that it has been moved by Councilman Giuliano and seconded by Councilman Blanchard.

Mayor Drew calls on Councilwoman Mary Bartolotta.

Councilwoman Bartolotta states that she supports this proposed Ordinance wholeheartedly and believes that it is a great first step. She adds that this proposed ordinance mirrors what our State representatives have put forward; however, she encourages these State representatives to strengthen this law so Middleton can do the same. She finds that the Ordinance is limited to those who are being covered, noting that she believes that it should be more open and aggressive, covering their families with a significant loss, and how they have serviced. Councilwoman Bartolotta states that she commends the legislature and is glad that Middletown can now do something, adding that is a great first step.

Mayor Drew states that he understands that Councilwoman Bartolotta is referring to the State enabling legislation. Councilwoman Bartolotta confirms, noting that the City is doing a great job by adopting this ordinance, but the underlying State statute needs some work to open this opportunity up to the effected families in consideration of the impact on their financial lives.

Mayor Drew calls on Councilman Philip Pessina.

Councilman Pessina states that, when he first reviewed the draft ordinance, it brought up memories of his uncle, who died on the beaches at Normandy. He adds that his grandmother was a Gold Star mother. He states that we have come long way to be able to support the families and spouses of these individuals who have put their lives on the line for the protection of this country. Councilman Pessina concludes by endorsing Councilwoman Bartolotta's recommendation that more be done for these families.

Mayor Drew calls on Councilman Sebastian Giuliano.

Councilman Giuliano states that he agrees with the comments of Councilwoman Bartolotta. The State is allowing municipalities to offer relief to come Gold Star families and that City is rightfully taking advance of that opportunity. The sacrifice of Gold Star families is without regard for family condition. Families have

sacrificed a brother, a child; they have given that life in service of this country. He states that he does not believe that the tax exemption should be linked to a family's financial circumstances; however, that element is something for the State to fix. If the State fixes that element, Councilman Giuliano states that he will wholeheartedly support an amendment to the City's ordinance, noting that, based on what the State is now allowing, he is honored to support this ordinance.

Mayor Drew clarifies the structure of this proposed ordinance: the enabling statute gives tiered ability to offer tax relief. He notes that, in this proposed ordinance, the City is offering the maximum allowable relief as presented under the enabling statute. Mayor Drew states that, as Councilmembers have noted, there are financial limits, but the City is doing the most permitted under this law.

There being no further discussion, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes unanimously with 12 affirmative votes.

- M. Approving that the City's Commission on Human Relations submit to the Council within six (6) months a report which: (a) defines the goals and objective of the Commission, and (b) recommends to the Council a basic program to foster fundamental rights and liberties with a focus on race and equality.**  
**(APPROVED, AS AMENDED)**

**RESOLUTION No: 124-17 K: review/resolution/Human Relations statement -- Res 124-17 -- Oct 2017**

**WHEREAS**, this nation, the United States of America, is now experiencing increasing civil unrest and public debate regarding the many fundamental rights and liberties, both natural and legal, as set forth in the United States Constitution and in our State and Federal laws;

**WHEREAS**, collectively, the United States Constitution, State and Federal laws, and Federal courts set forth the fundamental rights and liberties, which are unique to this nation, including, but not limited to, guarantees and protections pertaining to race, color, religion, sex, national origin, employment, age, gender, pregnancy, citizenship, veterans, marital status, familial status, housing, disability, equal access, and the right to vote;

**WHEREAS**, this nation and its people have evolved as a society and culture, so that today's needs are profoundly different from the needs of those who originally created this nation's framework in the 18<sup>th</sup> century;

**WHEREAS**, although the needs of our nation and its people have changed since the 18<sup>th</sup> century, there is a consensus that these fundamental rights and liberties, which may have evolved since originally enunciated, extend to, and must be guaranteed for, all people in this nation;

**WHEREAS**, the City of Middletown's Common Council has previously acknowledged, and remains united in, its longstanding, bipartisan commitment to guarantee and protect these fundamental rights and liberties for the City and its inhabitants; that is, that differences of race, creed, and national origin are essential to the health, safety, and welfare of this City and its inhabitants, and serve as a source of strength rather than as causes of discrimination, segregation, and restricted opportunity;

**WHEREAS**, in light of this bipartisan commitment, the City of Middletown Common Council adopted an Ordinance in February 1978, which is codified at §14 of the *City of Middletown Code of Ordinances*, memorializing the City's ongoing commitment to this goal, as described herein, and permanently establishing a Commission on Human Relations to ensure that this commitment is fulfilled;

**WHEREAS**, pursuant to the *Code* at §14-3, the City of Middletown's Commission on Human Relations is charged with the following functions; namely:

- (a) fostering mutual understanding and respect among all racial, religious, and ethnic groups of this community;
- (b) ensuring equality of treatment of any racial, religious or ethnic group, or any of its members;
- (c) assuring equality of opportunity for all individuals;
- (d) cooperating with governmental and non-governmental agencies and organizations having functions similar to this Commission; and
- (e) making such studies, as in the judgement of the Commission, will aid in further the aims of this article;

**WHEREAS**, pursuant to the *Code* at §14-4, the City of Middletown's Commission on Human Relations is vested with the following duties and responsibilities; namely:

- (a) to enlist the cooperation of the various racial, religious, and ethnic groups, community organizations, labor organizations and fraternal and benevolent associations, and other groups in programs and campaigns devoted to eliminating group prejudice, intolerance, bigotry and discrimination;
- (b) to study the problems of prejudice, intolerance, bigotry, discrimination and disorder occasioned thereby in all or any fields of human relationship;
- (c) to receive complaints of racial, religious and ethnic group tensions, prejudice, intolerance, bigotry, and disorder occasioned thereby, and discrimination against any persons, group of

persons, organizations, or corporations, and to refer such complaints to the proper agency having jurisdiction in the particular matter;

- (d) to publish, when appropriate, publications and reports of research designed to promote good will and to minimize or eliminate prejudice, intolerance, bigotry, and discrimination; and
- (e) to recommend to the Common Council legislation to aid in implementing, improving or strengthening programs to accomplish equality of opportunity and the elimination of prejudice, intolerance, bigotry and discrimination.

**WHEREAS**, pursuant to the *Code* at §14-6, the City of Middletown's Commission on Human Relations shall perform the duties required by ordinance or resolution of the Common Council;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** that the City of Middletown rejects and renounces any and all acts, forms, and philosophies, which may engender and/or support, either directly or indirectly, racial, ethnic, and/or religious supremacy, intolerance, hatred, and/or any other threat to, and/or breach of, the fundamental rights and liberties as set forth in, and as guaranteed by, the United States Constitution and our State and Federal laws.

**BE IT FURTHER RESOLVED:** that, within six (6) months of the date of approval of this resolution, it is requested that the Commission on Human Relations submit to the Common Council a report which:

- (a) defines the goals and objectives of the Commission on Human Relations; and
- (b) recommends to the Common Council a basic program, outlining how the City of Middletown can work to foster the fundamental rights and liberties as set forth in this resolution with a focus on race and equality.

**Financial Impact:** None

Councilwoman Robert Blanchard moves to approve the resolution that the City's Commission on Human Relations submit to the Council within six (6) months a report which: (a) defines the goals and objectives of the Commission, and (b) recommends to the Council a basic program to foster fundamental rights and liberties with a focus on race and equality. Councilman Robert Santangelo seconds the motion.

Mayor Drew calls on Councilman Sebastian Giuliano.

Councilman Giuliano states that he would like to offer an amendment and speak to it. He states that the last "be it further resolved" paragraph should be modified to state that the Human Relations Director submit to the City's Commission on Human Relations a draft report for its approval within six (6) months of the date of approval this resolution.

Councilman Phil Pessina seconds the proposed amendment.

Mayor Drew clarifies that this proposed amendment eliminates the Commission submitting a report directly to the Council; rather, the Director prepares a report for the Commission to approve and then forward to the Council. Councilman Giuliano confirms.

Councilman Giuliano states that the Council's authority to direct anyone is contained in §14-6 of the Code. He reminds the Councilmembers that it applies only to the Director -- not to the Commission -- as was clarified by the City Attorney during the Questions to Directors. Councilman Giuliano closes by stating that the Council has no authority to direct the Commission; rather, the Council can direct the Director, who is the City employee.

Mayor Drew confirms that Councilman Pessina has seconded this motion.

Mayor Drew calls on Councilman Gerald Daley.

Councilman Daley states he recalls that the discussion during Questions to Directors was, through the General Counsel's suggestion, that, to remedy the concern, the language was to be changed from "will submit" to "is requested to submit." He states that he believes it is important, to give the weight of the sentiment of this resolution, that that the Council ask the Commission. He notes that it seems to him that, by way of the proposed resolution, the Council is asking the Commission to establish goals and objectives and to communicate those to the Council so it has the full support of this legislative body. Councilman Daley expresses concern that by stating that the Director has this responsibility does not it give it the full intended weight. He respectfully suggests that this concern, which is good and valid, could be adequately addressed by a simpler change; of saying "is requested to submit a report" instead of "will submit a report," adding, that by doing so, the Council is not imposing its will on the Commission. He notes that, as the Chair has stated, the Commission is looking to get started on it and this allows them to engage with the Council in what they come up. Councilman Daley states that this is an important step and that he is very proud that both the Department Director Faith Jackson and the Commission are bringing this forward and shining a light on these concerns.

Councilman Giuliano, in response, states that the Council can always request anything. He adds that the reason that he directed this charge to the Director of Human Relations is that, under the Code, this is the

only entity over which the Council has authority. He states that he referred to the “hot mess” simply because there are a lot of weeds before reaching the operative provision. He notes that it is important to give clear direction as to what the Council is looking for in this process, adding that the term “request” can be used; however, he believes that “request” weakens it. Councilman Giuliano closes by saying that if the Council directs Faith Jackson to put a draft in front of the Commission, then the Commission must act, making it clear that the Council wants the ball rolling.

Mayor Drew offers what he believes may be a reasonable compromise since he is also not sure that the Council can direct a Director, that being something that the Mayor can do. He states that perhaps, a s a compromise – since the Director, the Commission, and the Mayor are all bought in -- the Council can make a request of the director, allaying concerns of both Councilman Daley and Councilman Giuliano, and effect the same outcome especially since the Council is also bought in. Mayor Drew closes saying that this may be the most reasonable compromise. Mayor Drew states that if Councilman Giuliano would like make a motion that the Director be directed to submit a report to the Commission for its approval.

Councilman Giuliano states that he will make such a motion for unanimous consent of the Council. Councilman Philip Pessina seconds the proposed amendment.

Councilman Daley states that he believes it is important for the language to state that the Commission subsequently submits it to the Council.

Councilman Thomas Serra makes a point of order, stating that the direction of a City employee is vested solely with the Mayor so somehow that mayor has to be in it even with the word "request" in it.

Councilman Giuliano states that under §14-6 the Council clearly does have the authority by resolution.

Mayor Drew states that to make this easy it might be best for the Council to make a request either of the Director, or of him, as Mayor, to direct the Director, whatever language that get the Council to the point where it is requesting the Director to submit a report to the Commission, which will, in turn, submit a report to the Council. Mayor Drew concludes, stating that perhaps someone can offer amendment language to satisfy everyone's concerns and approve the amendment since everyone is working to the same goal.

Councilman Giuliano states that it may be best to go back to Councilman Daley's suggestion that the “be it further resolved” phrase be amended to read that the Common Council hereby request that the City of Middletown Commission on Human Relations submit to the Common Council . . .” and leave the rest of the language alone. Councilman Gene Nocera seconds the amendment.

There being no further discussion, the Chair calls for the vote. It is unanimous to approve the amendment with 12 aye votes. The Chair states the matter passes unanimously with 12 affirmative votes.

The Mayor calls on Councilman Daley to speak on the underlying resolution. Councilman Daley declines.

There being no further discussion on the underlying resolution, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes unanimously with 12 affirmative votes.

**N. Approving amendment of Public Works CNR Plan, transferring \$32,000 from "Trucks with Plow" to "Cars" and increasing total vehicle purchase from 2 vehicles to 3 vehicles  
(APPROVED)**

**RESOLUTION No: 125-17 K: review/resolution/PW CNR bond amendment to purchase 3 vehicles --  
Res 125-17 – Oct 2017**

**WHEREAS**, on September 8, 2015, the Common Council approved Ordinance #20-15 approving \$727,000 for the Public Works Department Capital Non-Recurring Plan; and

**WHEREAS**, after two trucks with plows were purchased, and trade-ins applied, line item #4287-22000-79708-0000-00000-2016-000, (2) Trucks with Plow, has \$56,760.50 remaining; and

**WHEREAS**, the Public Works Director's 2007 Ford Taurus is no longer road worthy; and

**WHEREAS**, the Public Works Director wishes to amend Ordinance #20-15, to add the purchase of a new vehicle at a cost of approximately \$32,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That \$32,000 from line item #4287-22000-79708-0000-00000-2016-000, (2) Trucks with Plow, be transferred to line item #4287-22000-79707-0000-00000-2016-000, (2) Cars, amending the total car purchases under this Bond Ordinance to a total of (3).

Councilman Carl Chisem moves to approve the proposed amendment of Public Works CNR Plan, transferring \$32,000 from "Trucks with Plow" to "Cars" and increasing total vehicle purchase from two (2) vehicles to three (3) vehicles. Councilwoman Deborah Kleckowski seconds the motion.

There being no discussion, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes unanimously with 12 affirmative votes.

- O. Approving authorization for Mayor to close out Harbor Park LED lighting project and to apply for new \$253.89 grant to recoup balance.**  
**(APPROVED)**

**RESOLUTION No: 126-17 K: review/resolution/ lociapp Harbor Park LED \$253.89 – Resolution 126-17 – October 2017.**

**WHEREAS**, In January 2015, the Common Council authorized Mayor Daniel T. Drew to sign and submit an application to the State of Connecticut for LOCIP funds in the amount of \$12,253.89 for the LED lighting project at Harbor Park; and

**WHEREAS**, the City was reimbursed \$12,000, but the State inadvertently closed out the project before the City had the opportunity to request the final reimbursement of \$253.89; and

**WHEREAS**, the State of Connecticut has frozen new LOCIP entitlements; and

**WHEREAS**, in order to recoup the \$253.89, the City will need to close out an existing project and reprogram those dollars; and

**WHEREAS**, after all bills were paid, Project #083-13-010, Municipal Building Renovations/Door Replacements has a balance of \$438.34.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That Mayor Daniel T. Drew is hereby authorized to close out project #083-13-010, and apply for a new grant in the amount of \$253.89 to recoup the remaining balance for the Harbor Park LED light project.

**Fiscal Impact:** None; funding by way of a grant.

Councilman Eugene Nocera moves to approve authorization for Mayor to close out Harbor Park LED lighting project and to apply for new \$253.89 grant to recoup balance. Councilman Philp Pessina seconds the motion.

There being no discussion, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes unanimously with 12 affirmative votes.

- P. Approving \$7,500 from City's FY17-18CNR free balance for purchase required fireproof cabinets for Registrars of Voters**  
**(APPROVED)**

**RESOLUTION No: 127-17 K: review/resolution/ FY17-18 CNR amendment – Registrars – fireproof cabinets -- Resolution 127-17 – October 2017**

**WHEREAS**, on September 5, 2017, the Common Council approved Resolution #110-17 approving the 2017-18 CNR Plan; and

**WHEREAS**, the Registrar of Voters office was inadvertently left off of the plan; and

**WHEREAS**, the office is in need of fire proof cabinets in which to maintain voter registration data according to state statute; and

**WHEREAS**, the 2017-18 CNR plan had a free balance of \$38,983; and

**WHEREAS**, two file cabinets will cost the office \$7,500.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That \$7,500 from the free balance be transferred to a newly created line item for the Registrar's Office to purchase the file cabinets.

**Fiscal Impact:** None; funds from free balance, so no additional money needed.

Councilwoman Mary Bartolotta moves to approve \$7,500 from FY17-18 CNR free balance for purchase of required fireproof cabinets for Registrar of Voters. Councilman Robert Santangelo seconds the motion.

There being no discussion, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes unanimously with 12 affirmative votes.

- Q. Approving expenditure and remittance of FY 17-18 annual dues to Connecticut Conference of Municipalities per approved budget**  
**(APPROVED)**

**RESOLUTION No: 128-17 K: review/resolution/ continued CCM membership -- Resolution 128-17 -- October 2017**

**WHEREAS**, the City of Middletown is a Charter Member of the Connecticut Conference of Municipalities (CCM) and has remained a member in good standing since the founding of said organization; and

**WHEREAS**, the Mayor's proposed budget for fiscal year 2017-18 included an appropriation for the annual dues for continued membership in CCM; and

**WHEREAS**, the Common Council adopted the annual Budget Resolution, as amended, with said appropriation included; and

**WHEREAS**, upon adoption, said annual Budget Resolution assumed the force of law, mandating that the City of Middletown continue its membership in CCM for the 2017-18 fiscal year; and

**WHEREAS**, the Mayor, by letter dated September 18, 2017 (copy attached), has indicated his intention to unilaterally withdraw the City of Middletown from CCM in contravention to the provisions of the City budget for fiscal year 2017-18, both as initially proposed by the Mayor and as ultimately adopted by the Common Council; and

**WHEREAS**, the budgeted appropriation for fiscal year 2017-18 was expended and Middletown's CCM membership for the 2017-18 fiscal year was paid in full on July 19, 2017; therefore, to withdraw from membership now would deny Middletown the benefits of a membership for which we have already paid.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** the revocation of Middletown's CCM membership be rescinded and that the City of Middletown remain a member thereof, in good standing, for the current year.

**FISCAL IMPACT:** None -- cost budgeted

**P. Approving \$7,500 from City's FY17-18CNR free balance for purchase required fireproof cabinets for Registrars of Voters  
(APPROVED)**

**RESOLUTION No: 127-17 K: review/resolution/ FY17-18 CNR amendment -- Registrars -- fireproof cabinets -- Resolution 127-17 -- October 2017**

**WHEREAS**, on September 5, 2017, the Common Council approved Resolution #110-17 approving the 2017-18 CNR Plan; and

**WHEREAS**, the Registrar of Voters office was inadvertently left off of the plan; and

**WHEREAS**, the office is in need of fire proof cabinets in which to maintain voter registration data according to state statute; and

**WHEREAS**, the 2017-18 CNR plan had a free balance of \$38,983; and

**WHEREAS**, two file cabinets will cost the office \$7,500.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** That \$7,500 from the free balance be transferred to a newly created line item for the Registrar's Office to purchase the file cabinets.

**Fiscal Impact:** None; funds from free balance, so no additional money needed.

Councilwoman Mary Bartolotta moves to approve \$7,500 from FY17-18 CNR free balance for purchase of required fireproof cabinets for Registrar of Voters. Councilman Robert Santangelo seconds the motion.

There being no discussion, the Chair calls for the vote. It is unanimous to approve with 12 aye votes. The Chair states the matter passes unanimously with 12 affirmative votes.

**Q. Approving expenditure and remittance of FY 17-18 annual dues to Connecticut Conference of Municipalities per approved budget  
(APPROVED)**

**RESOLUTION No: 128-17 K: review/resolution/ continued CCM membership -- Resolution 128-17 -- October 2017**

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**WHEREAS**, the Common Council adopted the annual Budget Resolution, as amended, with said appropriation included; and

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**WHEREAS**, the Mayor, by letter dated September 18, 2017 (copy attached), has indicated his intention to unilaterally withdraw the City of Middletown from CCM in contravention to the provisions of the City budget for fiscal year 2017-18, both as initially proposed by the Mayor and as ultimately adopted by the Common Council; and

**WHEREAS**, the budgeted appropriation for fiscal year 2017-18 was expended and Middletown's CCM membership for the 2017-18 fiscal year was paid in full on July 19, 2017; therefore, to withdraw from membership now would deny Middletown the benefits of a membership for which we have already paid.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:** the revocation of Middletown's CCM membership be rescinded and that the City of Middletown remain a member thereof, in good standing, for the current year.

**FISCAL IMPACT:** None -- cost budgeted



OFFICE OF THE MAYOR  
City of Middletown  
CONNECTICUT 06457

Daniel T. Drew  
MAYOR  
September 18, 2017

Joe DeLong, Executive Director  
CCM  
900 Chapel Street, 9<sup>th</sup> floor  
New Haven, CT 06510

Dear Mr. DeLong,

I am writing today to revoke Middletown's membership from the Connecticut Conference of Municipalities.

While I have appreciated my time in CCM, I have concluded that continued membership no longer serves the interests of my community.

I understand that any membership organization must reflect the will of a majority of its members. It is my feeling, though, that CCM has drifted in recent years away from advocating for municipal interests and instead taking on a series of positions that reflect a conservative ideology rather than a pragmatic approach to municipal governance.

I won't presume that's the case for everyone, but I can say with certainty that Middletown's interests are no longer served. We live in a time of political upheaval and financial stress. That stress will be compounded by the policies for which CCM is advocating.

I read your statement responding to comments made today by House Republican leadership. In it, CCM endorses most of the policies ensconced in the budget they put forward, including an end to collective bargaining and binding arbitration and a significant increase in prevailing wage thresholds. This is tantamount to endorsing the policy environment of the late 19<sup>th</sup> Century. It constitutes a significant regression of society.

I also note that your statement refers to "the Democrat budget." It didn't escape my attention that that particular truncation is used frequently and dismissively by right-wing radio hosts.

I don't believe that the long-term interests of the people of Middletown will be served by our continued membership.

Sincerely,  
  
Daniel T. Drew  
MAYOR

Municipal Building: 245 deKoven Drive, Middletown, CT 06457  
TEL: (860) 638-4801 FAX: (860) 638-1901 Email: mayor@middletownct.gov

12596-BUDGETFITM.REP

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CITY OF MIDDLETOWN, CT

Budget Town Meeting w/ Cost Breakdown [TRAINING]

Budget Fiscal Year: 2018 to 2018	2016 Actual	2017 Budget	2017 Base Budget	2017 Actual YTD	Finance Proposed	Dept Proposed	Mayor	City Council
Account# and Description								
1000 GENERAL FUND								
27000 SPECIAL ACCOUNTS								
1000-27000-52165-0000-00000-0000 SPEC: PROFESSIONAL MEMBERSHIPS								
1 CCM DUES			30,698	30,698	30,698	30,698	30,698	30,698
2 Chamber Dues			2,635	2,635	2,635	2,635	2,635	2,635
3 CT. RIVER VALLEY COUNCIL			28,667	28,667	30,542	30,542	30,542	30,542
4 CONNECTICUT REGIONAL COUNCIL OF GOVT.			3,560	3,560	550	550	550	550
5 REGIONAL MENTAL HEALTH BOARD			300	300	300	300	300	300
6 CT. RIVER COSMOPOLITAN CONSERVATION DISTRICT			3,027	3,027	3,027	3,027	3,027	3,027
	70,280	68,887	68,887	67,283	68,887	67,937	67,937	67,937
Total 27000 SPECIAL ACCOUNTS	70,280	68,887	68,887	67,283	68,887	67,937	67,937	67,937
Total 1000 GENERAL FUND	70,280	68,887	68,887	67,283	68,887	67,937	67,937	67,937
*** Grand Total ***	70,280	68,887	68,887	67,283	68,887	67,937	67,937	67,937

----- Selection Legend -----

Account Type: R

BudYr: 2018 to 2018

Department: 27000 to 27000

Fund: 1000 to 1000

Object Element: 52165 to 52165

Entity Type: Town

Level of Service: 1 - Level Funded

Account Sub Type: P

Column 1: 1 Year Prior Actuals

Column 2: Current GL Fiscal Year Adjusted Budget

Column 3: Current GL Fiscal Year Original Budget

Column 4: Current GL Fiscal Year Actuals

Column 5: Approved Level 2 Budget

Column 6: Approved Level 3 Budget

Column 7: Approved Level 4 Budget

Column 8: Approved Level 5 Budget

Invoice #	001589-01	CT CONF. OF MUNICIPALITIES	19-Jul-2017	Warrant #004970	Check # 0328608
INV301627	PO #	32921/1	ANNUAL DUES 2017-2018	Amount	30,698.00



CITY OF MIDDLETOWN  
MIDDLETOWN, CT

Citizens Bank

51-2011  
2111

0328608  
19-Jul-2017

\$\*\*30,698.00

\*\*Thirty Thousand Six Hundred Ninety Eight and xx/100\*\* Dollars

PAY TO THE ORDER OF:  
CT CONF. OF MUNICIPALITIES

VOID AFTER 90 DAYS

**NON-NEGOTIABLE**

TWO SIGNATURES REQUIRED



CT CONF. OF MUNICIPALITIES  
900 CHAPEL STREET  
9TH FLOOR  
NEW HAVEN, CT 06510-2807

Mayor Drew states that before discussing this matter he would like to point out that the dues have already been paid and are non-refundable so the City membership continues. He notes that he believes that this fact makes this resolution moot.

The Mayor calls on Councilman Thomas Serra.

Councilman Serra reads proposed resolution in its entirety. He states that to do what occurred put Middletown in a bad light. He notes that it was a premature action especially considering that Middletown is a charter member of CCM and our City budget was adopted. He states that he has used this resource throughout his career for facts and figures, budgets, and policy. He notes that it provides information as what is going on at the Capitol. He adds that, although it has been a long State budget process, there is parliamentary process. The State budget was adopted; the State budget was vetoed. Councilman Serra states that this action was unnecessary, but is the reason why he proposed this resolution with support of nine (9) other Council members.

The Mayor calls on Councilman Sebastian Giuliano.

Councilman Giuliano seconds the motion. He states that he also supports this resolution. He reminds the Councilmembers that each year someone questions the item in the budget and every year it stays in. He adds that he also knows that the Council cannot force the mayor to go to the meetings. He states that he read the Mayor's letter and does not agree. As a Republican, seeing CCM going in a more conservative direction is pleasing; however, he states that, if the Mayor truly believes that CCM is going in the wrong direction, the Mayor would have more influence on the inside rather than the outside. He acknowledges that the Mayor has the right to exercise his prerogative to influence CCM policy. Councilman Giuliano states that, if the Mayor believes that Middletown should not be a CCM member, then he should not include in in his budget, recognizing that the Council may or may not put it back in, and that the Mayor may or may not veto it. Councilman Giuliano concludes that, as a founding member of CCM, the City has gotten more than its money's worth from its membership and that he hopes that the City continues membership.

Mayor Drew states that, before calling for a vote, he wants to explain the logic of his decision and correct the record. He states that it is not a purely partisan concern. He states that he has – and has had for years as is well documented – on the value to citizens of continued CCM membership. Mayor Drew adds that he has been concerned about this for a long period of time and remains concerned for a variety of reasons. He states that, to him, the presence of this resolution is moot since dues have been paid. He adds that, while he also appreciates the Council's right to express itself by resolution, he reiterates that he has had, and continues to have, very serious concerns about the value of that membership, especially as to the value added back to Middletown residents. Mayor Drew closes by stating that this issue is something that everyone will visit together.

There being no further discussion, the Chair calls for the vote. It is approve with 11 aye votes and one (1) abstention (Councilman Carl Chisem). The Chair states the matter passes with 11 affirmative votes.

- R. Approving \$5,000 loan from General Fund to Board of Education for Adult Education Board of Regents Program; and that said loan be repaid in full upon receipt of already approved grant from Middlesex Community College**  
(APPROVED)

**RESOLUTION No: 129-17 K: review/resolution/BOE adult ed bd of regents loan – Resolution 129-17 -- Oct 2-17**

**Be it Resolved by the Common Council of the City of Middletown:** That a loan from the General Fund to the Board of Education Department Grant Account for the Adult Education Board of Regents Program in the amount of \$5,000.00 for the 2017-2018 fiscal year is hereby requested. This grant has already been approved by Middlesex Community College and funding is expected shortly. Once the grant money is received, the loan money will be refunded.

**Fiscal Impact:** There is none; any money loaned will be repaid upon receipt of these funds.

Councilman Grady Faulkner, Jr. Grady moves to approve \$5,000 loan from General Fund to Board of Education for Adult Education Board of Regents Program; and that said loan be repaid in full upon receipt of already approved grant from Middlesex Community College. Motion is seconded by Councilman Philip Pessina.

There being no discussion, the Chair calls for the vote. It is unanimously approved with 12 aye votes. The Chair states the matter passes unanimously with 12 affirmative votes.

**11. Mayor's Appointments**

Mayor Drew reads his proposed list of appointments

**Citizens Advisory Committee**

- Vincent Szykowicz (R) -- appoint to August 31, 2021 (4-year term), filling vacancy created by resignation of Jessica Broderick (D)

**School Readiness Committee**

- Jennifer Billingsley (NA) -- replacing Kitty Robinson (D) as representative for Russel Library
- Rebecca Cuevas (NA) -- replacing Alice Torres (D) as representative for Area Cooperative Education Services
- Michelle Peterson-Aresco -- replacing Susan Sienkiewicz as representative for Department of Children & Families (DCF)

**Inland Wetlands & Watercourses Agency**

- Joseph Carta (D) -- reappointing as regular member to October 31, 2020 (3-year term; initially appointed prior to 1999)
- Trevor Davis (D) -- reappointing as regular member to October 31, 2020 (3-year term; initially appointed May 2007)
- David Pritchard (D) -- reappointing as regular member to October 31, 2020 (3-year term; initially appointed December 2008)
- Gabriel Russo (D) -- reappointing as alternate member to October 31, 2022 (5-year term; initially appointed July 2008)
- Constance Kisluk (D) -- appointing as regular member to October 31, 2019 (filling balance of 3-year term created by a resignation (D); initially appointed as alternate May 2015; creates vacancy for alternate member)

The Mayor calls on Councilwoman Deborah Kleckowski.

Councilwoman Kleckowski states that she has two (2) questions. She states that she has spoken with the Mayor's Chief of Staff several times because there are people off committees before their terms expire. She also asks if all committees are all certified as being in compliance because, looking at the list of appointments offered tonight, there is only one (1) Republican appointment nominee, especially with Inland Wetlands Commission. She reminds the Council that there has been some difficulty maintaining the 2/3:1/3 compliance. She asks if the Council Clerk knows. The Council Clerk replies that she believes the information for wetlands is correct, but is not 100% certain.

Mayor Drew states that he does not believe that they are out of compliance or that there has been a problem. He notes that, looking at this proposed appointment list, these are reappointments, so he does

not believe that these Wetlands Commission appointments change the makeup of this Commission. He states that this can be reviewed, especially for any committee where there may be a concern, since the goal is to be in full compliance. The Mayor reiterates that he is not aware of any problem, but if there is a problem, it will be fixed.

Councilwoman Kleckowski asks the Council Clerk to respond. The Council Clerk states that there were two (2) regular member openings on the Wetlands Commission: one (1) Democrat and one (1) Republican. In the appointments, there is one (1) person being moved from an alternate seat to one (1) of the vacancies and that everything appears to be in compliance for that Commission as to both proportion and numbers.

Mayor Drew states that he is correct in his belief that these appointments to Inland Wetlands do not modify that Commission's structure and are compliant.

Councilwoman Kleckowski states that there is another concern with people being taken off committee before their term has expired.

Mayor Drew asks Councilwoman Kleckowski to explain what she means by "off committee."

Councilwoman Kleckowski states that individuals have been removed from an approved committee appointment before their term has ended. Mayor Drew replies that he is now aware of that occurring, but it should not be happening and we will look into it.

Councilwoman Kleckowski states that she has spoken with the Chief of Staff several times and believes that it has happened to individuals attending tonight's meeting. Mayor Drew reiterates that he is not aware of this situation, but we will look into it. Councilwoman Kleckowski states that the Chief of Staff knows about this situation and was given a list.

There being no discussion, the Chair calls for the vote. It is unanimously approved with 12 aye votes. The Chair states the matter passes unanimously with 12 affirmative votes.

## **12. Meeting adjourned**

Mayor Drew calls on Councilwoman Mary Bartolotta for a point of information.

Councilwoman Bartolotta states that October is breast cancer awareness month. This is part of an effort to address the stigma and to promote education to lead to early detection of breast cancer, which is essential for higher survival rates. Everyone should be aware and be proactive in families and community. It is important to talk about and to cure.

Mayor Drew calls on Councilman Grady Faulkner, Jr. for a point of information.

Councilman Faulkner thanks everyone who supported the 2nd annual March for Education, which took place on Sunday.

Councilman Blanchard moves for adjournment. Councilman Giuliano seconds the motion. The Chair calls for the vote. It is approved unanimously with 12 aye votes. The Chair states the matter passes with 12 affirmative votes.

The meeting is adjourned at 8:44 p.m.

ATTEST:

LINDA S.K. REED,  
COMMON COUNCIL CLERK